



TOWN OF PARKER

**REQUEST FOR PROPOSALS
FOR
WATER RATE and SERVICE FEE STUDY**

Town of Parker
1314 11th Street
Parker, Arizona 85344

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	PW2022-001
Solicitation Title:	Water Customer Rate and Service Fee Study
Advertisement Dates:	January 12 and 26, 2022
Pre-Submittal Conference: MANDATORY	February 2, 2022 @ 10:00 AM MST Town of Parker, 1314 11 th St., Parker, Arizona 85344. Town Council Chambers
Final Date for Inquiries:	February 8, 2022
Proposal Due Date, Time and BID opening:	February 9, 2022 no later than 10:00 AM MST Town of Parker, 1314 11 th St., Parker, Arizona 85344. Town Council Chambers
Oral Interviews (if necessary):	February 14 - 18, 2022
Town Council Award Date:	March 1, 2022
Notice of Award:	March 2, 2020
Notice to Proceed:	March 14, 2022
Project Completion:	June 15, 2022
Town Representative	Steve Ziegler Email: pwdirector@townofparkeraz.us Phone number: (928) 669-9265

* In the event that a Contractor cannot be selected based solely on Proposals submitted Oral Interviews may be conducted at the Town's sole discretion.

** The Town of Parker reserves the right to amend the solicitation schedule as necessary.

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I. RFP PROCESS; AWARD OF AGREEMENT

1. Purpose; Scope of Work. The Town of Parker (the "Town") is issuing this Request For Proposals (this "RFP") seeking proposals ("Proposals") from qualified, licensed firms ("Contractors") to provide professional services for determining revenue requirements, cost-of-service and rate design for the Town owned water utility fund (the "Project"), as more particularly described in the Scope of Work attached to the sample Service Agreement as Exhibit C (the "Services") and incorporated herein by reference. In accordance with the Town's Procurement Code Section 1-11-6, the Town will accept sealed Proposals for the Services specified in the Scope of Work in the sample Service Agreement.

2. Preparation/Submission of Proposal. Contractors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

2.1 Irregular or Non-responsive Proposals. The Town shall consider as "irregular" or "non-responsive" and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the Town to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Town:

A. Contractor does not meet the minimum required skill, experience or requirements to perform or provide the Service.

B. Contractor has a past record of failing to fully perform or fulfill contractual obligations.

C. Contractor cannot demonstrate financial stability.

D. Contractor's Proposal contains false, inaccurate or misleading statements that, in the opinion of the Town Manager or authorized designee, is intended to mislead the Town in its evaluation of the Proposal.

2.2 Submittal Quantities. Interested Contractors must submit **three (3) original** and **one (1) digital version on a USB Thumb Drive or emailed to pwdirector@townofparkeraz.us in PDF format.** on the date of the public opening of the proposals. Failure to adhere to the submittal criteria can result in the Proposal being considered non-responsive.

2.3 Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink signature** by a person authorized to bind the Contractor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Contractor shall be considered non-responsive. Proposal shall be a maximum of twenty-five (**25**) pages to address the Proposal criteria (excluding resumes, the Vendor Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed Project schedule or organizational chart and only having information on one

side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. Failure to adhere to the page limit and size criteria may result in the Proposal being considered non-responsive. The Town prefers a minimum font size of **12 pt., Arial or Times New Roman.**

2.4 Contractor Responsibilities. All Contractors shall (A) examine the entire RFP, (B) seek clarification of any item or requirement that may not be clear, (C) check all responses for accuracy before submitting a Proposal and (D) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Contractor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal Due Date and Time.

2.5 Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, **RFP PW2022-001 WATER CUSTOMER RATE AND SERVICE FEE STUDY**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The Town is not responsible for the pre-opening of, post-opening of, or the failure to open any Proposals not properly addressed or identified.

2.6 Pricing. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Service Agreement in Exhibit C.

2.7 Address. All Proposals shall be directed to the following address: Town of Parker, Attn: Town Clerk , 1314 11th Street, Parker, Arizona, 85344, or hand-delivered to the Town of Parker by the Proposal Due Date and Time indicated on the cover page of this RFP.

2.8 Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

2.9 Proposal Irrevocable. In order to allow for an adequate evaluation, the Town requires the Proposal to be valid and irrevocable for **90** days after the Proposal Due Date and Time indicated on the cover of this RFP.

2.10 Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Contractor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

3. Cost of Proposal Preparation. The Town does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Contractor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the Town and will not be returned.

4. Inquiries.

4.1 Written/Verbal Inquiries. Any question related to the RFP shall be directed to the Town Representative whose name appears on the cover page of this RFP. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFP or submitted verbally (A) at the Pre-Submittal Conference on the date indicated on the cover page of this RFP (if such Pre-Submittal Conference is held) or (B) after the Pre-Submittal Conference but before the Final Date for Inquiries indicated on the cover page of this RFP. In the event the Town is closed on the Final Date for Inquiries, the Contractor shall submit the question(s) to the Town Representative via e-mail or voicemail. Any inquiries related to this RFP shall refer to the number and title, page and paragraph. However, the Contractor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the Proposal Due Date and Time.

4.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. Verbal or telephone inquiries directed to Town staff **will not be answered**. Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing or via e-mail or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFP package from the Town and who legibly provided their mailing address, facsimile and/or e-mail address to the Town. No questions, submitted in any form, will be answered after the Final Date for Inquiries listed on the cover of this RFP.

5. Pre-Submittal Conference. A Pre-Submittal Conference will be held. The date and time of this conference is indicated on the cover page of this RFP. This conference is designated as mandatory on the cover page of this RFP. Failure to attend shall render that Contractor's Proposal non-responsive. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the Town's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the Town at this conference. The Town will then determine if any action is necessary and may issue a written amendment or addendum to the RFP. Oral statements or instructions will not constitute an amendment or addendum to this RFP. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive.

6. Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. The Town shall be entitled to take advantage of any payment discount offered by the Contractor provided payment is made within the discount period.

7. Federal Excise Tax. The Town is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

8. Public Record. All Proposals shall become the property of the Town and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Town's Procurement Code and state law.

9. Confidential Information. If a Contractor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the Town Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Contractor as confidential shall not be disclosed until the Town reviews the statement and information and shall determine in writing whether the information shall be withheld. If the Town determines it will disclose the information, the Town Representative shall inform the Contractor in writing of such determination.

10. Contractor Licensing and Registration. Prior to the award of the Agreement, the successful Contractor shall (A) be licensed with the Arizona Corporation Commission to do business in Arizona and (B) have a completed Town of Parker Business License on file with the Town Finance Department. The Contractor shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

11. Certification. By submitting a Proposal, the Contractor certifies:

11.1 No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

11.2 No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

11.3 No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer or agent in connection with the submitted Proposal. It (including the Contractor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the Town Manager, Department Heads, and other Town staff. All contact must be addressed to the Town's Public Works Department, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

11.4 Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

11.5 No Signature/False or Misleading Statement. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

11.6 Service Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Service Agreement including the Scope of Work and other Exhibits.

12. Award of Agreement.

12.1 Selection. A Selection Committee composed of representatives from the Town will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Contractor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Contractor whose Proposal is determined, in writing, to be the most advantageous to the Town and best meets the overall needs of the Town taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the Town shall not be a factor in determining the most advantageous Proposal. After the Town has entered into an Agreement with the successful Contractor, the successful Proposal and the scoring documentation shall be open for public inspection.

12.2 Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town.

12.3 Multiple Awards. The Town, at its sole discretion, may elect to enter into Agreements with multiple Contractors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the Town with the successful offerors.

12.4 Form of Agreement. The selected Contractor will be required to execute the Town's standard Service Agreement in a form acceptable to the Town Attorney. A sample of the standard agreement is included with this RFP. If the Town is unsuccessful in negotiating an Agreement with the highest-scoring Contractor, the Town may then negotiate with the second, and then third, highest-scoring Contractor until an Agreement is executed. Town Council approval may be required. The Town reserves the right to terminate the selection process at any time.

12.5 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the Town expressly reserves the right to: (A) waive any immaterial defect or informality, (B) reject any or all Proposals or portions thereof and (C) reissue an RFP.

12.6 Protests. Any Contractor may protest this RFP issued by the Town, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the Town Procurement Code.

13. Offer. A Proposal is an offer to contract with the Town based upon the terms, conditions and specifications contained in this RFP and the Contractor's responsive Proposal, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Contractor has signed, and the Town has approved, a service agreement between the Town and the Contractor in the form acceptable to the Town Attorney. A sample Service Agreement is included herein.

II. PROPOSAL FORMAT; SCORING

Upon receipt of a Proposal, each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criterion and not the minimum number that the Selection Committee may award. If necessary, the Selection Committee may conduct oral interviews with the highest ranked Contractors based upon the Proposal submittal scoring.

Section 1: General Information 10 pts

- A. One page cover letter as described in Section I, 2.3.
- B. Explain the legal organization of the Contractor. Provide identification information of the Contractor. Include the legal name, address, identification number and legal form of the Contractor (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the Contractor is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the Proposal.
- C. Identify the location of the Contractor's principal office and the local work office, if different.
- D. Provide a general description of the Contractor that is proposing to provide the Services, including years in business.
- E. Identify any contract or subcontract held by the Contractor or officers of the Contractor that have been terminated within the last five (5) years. Briefly describe the circumstances and the outcome.
- F. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcome.
- G. Contractor Information Form (may be attached as a separate appendix).

Section 2: Experience and Qualifications of the Contractor 20 pts

- A. Provide a detailed description of the Contractor's experience in providing similar services to municipalities or other entities of a similar size to the Town; specifically relating experience with respect to the provision of professional services for determining revenue requirements, cost-of-service and rate design for the Town owned water utility fund. The above information must be current, as this will be used to verify references. References should include the current contact name, municipality name, email address and telephone number. Inability of the Town to verify references shall result in the Proposal being considered non-responsive.

Section 3: Key Positions 20 pts

- A. Identify each key personnel member that will render services to the Town including title and relevant experience required, including the proposed regional management and field team.
- B. Indicate the roles and responsibilities of each key position. Include senior members of the Contractor only from the perspective of what their role will be in providing services to the Town.
- C. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.
- D. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this Project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit.

Section 4: Proposed Services Provided 30 pts

- A. Describe the Contractor’s proposed Services as related to the Scope of Work described in the Service Agreement in Exhibit C, including project initiation and management, rate design analysis, utility economic model, cost of service analysis, rate development, findings and recommendations, information concerning electronic rate model, and providing a project work plan/schedule showing key project milestones and deliverables.
- B. Describe Contractor’s approach to providing field supervision of employees to ensure employees arrive at assigned posts on time, perform their duties throughout their assigned shift and provide backup as needed during all required hours.
- C. Provide a Transition Plan from current service to new service, if applicable.

Section 5: Pricing 20 pts

Contractor shall provide the required services as set forth in Section 3 of the Service Agreement. The price of the Service by unit and frequency should contain a breakdown of the components comprising the monthly rate.

Total Possible Points for Proposal: 100

III. ORAL INTERVIEWS; SCORING

In the event that a Contractor cannot be selected based solely on the Proposals and subsequent discussion and/or Best and Final Offer (BFO) submitted, qualified Contractors may be selected for oral interviews. The selected Contractors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Contractors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Contractor’s project approach and to an appraisal of the people who would be directly involved in the Services for this RFP.

Oral Interview

10	General Information
25	Experience and Qualifications of the Contractor
20	Key Positions
<u>45</u>	Proposed Services Provided
100	<i>Total Possible Points for Oral Interview</i>

IV. CONTRACTOR INFORMATION FORM

By submitting a Proposal, the submitting Contractor certifies that it has reviewed the administrative information and draft of the Service Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

CONTRACTOR SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

TOWN STATE ZIP

DATE

WEB SITE: _____

E-MAIL ADDRESS: _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s) :

- _____ Small Business Enterprise (SBE)
- _____ Minority Business Enterprise (MBE)
- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)

Has the Contractor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

**SERVICE AGREEMENT
BETWEEN
THE TOWN OF PARKER
AND**

THIS SERVICE AGREEMENT (this "Agreement") is entered into as of _____, 2022, between the Town of Parker, an Arizona municipal corporation (the "Town") and _____, a (n) _____ (the "Contractor").

RECITALS

- A. The Town has authority to contract for the private collection of solid waste within its jurisdiction pursuant to ARIZ. REV. STAT. §§ 49-704 and 49-765.
- B. The Town issued a Request for Proposals, 2022-001 "WATER CUSTOMER RATE AND SERVICE FEE STUDY" (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from Contractors for WATER CUSTOMER RATE AND SERVICE FEE STUDY Services.
- C. The Contractor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit B and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for WATER CUSTOMER RATE AND SERVICE FEE STUDY Services (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

The successful proposer is required to enter into a contract with the City to provide a utility rate study. The terms of that contract shall be commercially reasonable and is negotiated in connection with the agreement once a decision has been reached on the winning proposal

- 1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 2023 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iii) the Town approves the additional one-year term in writing

(including any price adjustments approved as part of this Agreement), as evidenced by the Mayor's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The Town shall pay Contractor an amount not to exceed \$30,000.00 for the Services. The Town and the Contractor agree that the prices corresponding to each unit of Services are fair and accurate.

4. Payments. The Town shall pay the Contractor monthly, based upon the number of units of Service actually performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date.

4.1 Deductions for Non-Conforming Services. If, pursuant to Section 7 below, the Town determines the Contractor failed to perform the Services in accordance with the Scope of Work, attached hereto as Exhibit C, the Town may deduct from Contractor's invoice and compensation the unit price set forth in Section 3, for each unit of Service that failed to conform to the Scope of Work.

5. Documents. All documents prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the Town.

7.1 Documentation of Non-Conforming Services. If an authorized representative of the Town determines the Services were not performed in accordance with the Scope of Work, attached hereto as Exhibit C, the Town shall describe in writing, or otherwise document in a retrievable form, the non-conforming Services. The Town shall make this record of the non-conforming Services

available upon request by the Contractor. In accordance with Subsection 4.1 above, the Town may use this record of non-conforming Services to deduct from Contractor's invoice and compensation the number of units of Service failing to conform to the Scope of Work.

8. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to the Contractor.

9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the Town's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance.

If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title of this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insureds clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the

Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Services, and the Contractor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

D. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days’ prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town’s Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Contractor of written notice by the Town. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. This Agreement may be terminated by either party upon 30 days’ written notice should the other party fail to substantially perform in accordance with this Agreement’s terms, through

no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity Town or a Contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

12.5 Gratuities. The Town may, by written notice to the Contractor, cancel this Agreement if it is found by the Town those gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Contractor shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the Town, shall determine

the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

13.7 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

13.8 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties

acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.9 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

13.10 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.

13.11 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.12 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.13 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.14 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.15 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered

to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the Town: Town of Parker
 1314 11th Street
 Parker, Arizona 85344
 Attn: Town Manager

With copy to: Pierce Coleman, PLLC
 7730 E. Greenway Rd., Suite 105
 Scottsdale, Arizona, 85260
 Attn: Parker Town Attorney

If to Contractor: _____

 Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.16 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

13.17 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 13.18 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who

perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.18 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

13.19 Israel. . To the extent Ariz. Rev. Stat. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

13.20 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

13.21 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain goods and services from another source when necessary.

13.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative

procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

IN WITNESS WHEREOF, the Town of Parker by its Mayor and Town Clerk have hereunto subscribed their names this ____ day of _____, 2022.

[SIGNATURES ON FOLLOWING PAGE]

TOWN OF PARKER

Karen Bonds, Mayor

ATTEST:

APPROVED AS TO FORM:

Amy Putnam, Town Clerk

Town Attorney

CONTRACTOR:

By: _____

Its: _____
(Title)

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF LA PAZ)

This instrument was acknowledged before me on _____, 2022, by Amy Putnam, the Town Clerk of the TOWN OF PARKER, an Arizona municipal corporation, on behalf of the Town of Parker.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022, by _____ as _____ of _____, a(n) _____, on behalf of the corporation.

Notary Public in and for the State of _____

My Commission Expires:

EXHIBIT A
TO
SERVICE AGREEMENT
BETWEEN
THE TOWN OF PARKER
AND

[RFP]

See following pages.

EXHIBIT B
TO
SERVICE AGREEMENT
BETWEEN
THE TOWN OF PARKER
AND

[Contractor's Proposal]

See following pages.

EXHIBIT C
TO
SERVICE AGREEMENT
BETWEEN
THE TOWN OF PARKER
AND

[Scope of Work]

See following page(s).

SCOPE OF WORK

A. Study Objectives:

The study will be performed in conformance with the following policy directions:

1. Evaluate the existing water rate structures for conformance with existing statutory regulations and make recommendations for any changes that are necessary to achieve compliance.
2. Identify the various direct costs included in the Town's budget and make recommendations for any changes necessary to ensure those direct operational costs are properly aligned within the water enterprise fund.
3. Evaluate the existing overhead distribution formulas and develop recommendations that will improve fair distribution in the application of overhead in the water enterprise and among the various water classifications in the water enterprise fund.
4. Develop an understanding of the cost of serving and the benefits derived by various water classifications and make recommendations as necessary to achieve reasonable distribution/proper alignment between the various water classifications.
5. Evaluate the Town's meter service fee structure and make recommendations to better align fixed operating costs with the fixed revenues inherent in the meter service fee.
6. Review the Town's existing water commodity rate structure within each water classification and develop recommendations for improvements that will ensure the structure promotes realization of various Town initiatives.
7. Evaluate the existing water connection fee and make recommendations for any changes with new capacity and a new water resource impact fee to offset potable demand for future new service locations.

B. Study Requirements:

Any recommendations made must consider or make provision for the following factors:

- i. Current and future cost of providing water services in conformance with established or anticipated changes to standards and regulations.
- ii. Changes in projected demands.
- iii. Availability of water supply.
- iv. Age and condition of water systems and the need to fund long-term capital replacement.
- v. Changes in various water delivery systems.

Specifically, the recommendations must:

1. Develop an understanding of the existing rate structures and the assumptions underlying cost distribution to the various rate categories.
2. Develop an understanding of the Town's reserve policy and other financial policies and ensure any recommendations for changes in rates meet the cash flow objectives of those policies.
3. Assess existing customer service fee structure and identify other potential areas for service and system charges (shut-down activities, back-flow devices, plan reviews and water shut-offs, etc.) and recommend changes, if appropriate.
4. Develop an understanding of the costs, both the tangible and intangible benefits realized by operating the existing water system.
5. Develop a proposed rate schedule that reflects the Council's priorities and contains a forecast for proposed rates over a 5 year period.
6. Reserve analysis must be part of the model.
7. Provide justifications for any special classes of customers under the recommended rate structure.

C. Each Study's Elements:

In making its rate recommendations, the final report shall explicitly include the following elements and analysis:

1. **Current Rate Structure:** Assess the current rate structure's suitability for sustaining cost recovery based on customer demands.
2. **Proper Alignment/Reasonable distribution:** Assess the proper alignment/reasonable distribution of recommended water rates for all types of property ownership.
3. **Conservation Impacts:** Assess the interaction between the water conservation elements of the recommended rates and their impacts on the ability to fund water operations, as well as their impact on the economic well-being of the community.
4. **Drought or Loss of Supply Rate Structure:** Assess the impact on a rate structure due to drought, loss of supply or other water shortage factors. Evaluate and recommend a drought pricing program that mimics the different water stages of the Town's emergency water supply shortage plan and continues to fund water operations and capital projects.

5. **Environmental Regulation:** The study shall include an assessment of the revenue stream generated by the recommended rates and their ability to continue to fully fund water system costs under the impacts of future water quality and statutory regulations and standards.

6. **Other Service Charges:** Assess existing customer service fee structure and identify other potential areas for service and system charges (shut-down activities, back-flow devices, plan reviews and water shut-offs, etc.) and recommend changes, if appropriate. Assessment is to note any resulting increase in liability that the City may incur as a result of assessing the fees.

7. **Electronic Rate Model:** Provide an easy-to-use electronic rate model for the Town to use in future rate setting.

D. Services to be Provided by Consultant:

1. Conduct a detailed review of the existing water rates and status of the water funds and develop a general familiarity with the Town's billing system. Supply a time schedule for developing the preliminary and final reports.

2. Meet or confer with staff as needed and attend up to three meetings with the Town Council Request at a Work Session.

3. Conduct analyses as required to address the scope of work.

4. Preliminary Report

- a. Prepare preliminary rate study report and tentative rates.
- b. Submit 3 copies of the Preliminary Report.
- c. Present preliminary report and tentative rates to the Town Council at a Work Session.

5. Draft Final Report

- a. Incorporate changes pursuant to comments received at the Town Council Work Session.
- b. Submit 3 copies of the Draft Final Report
- c. Present final draft report and final draft rate structure to the Town Council at a regularly scheduled Council meeting.

6. Final Report

- a. Incorporate changes pursuant to comments received at the Town Council presentation.
- b. Submit 3 copies of the Final Report to the Project Manager.
- c. Provide an electronic copy with a report in Google Docs format, with spreadsheets in Google sheets format.

7. Provide an easy-to-use electronic rate model for the Town to use in future rate setting.

E. Services to be Provided by the Town:

The services to be provided by the Town include, but are not necessarily limited to the following:

1. Furnish all reasonably available records and information, including financial reports, budget, consumption data, meter sizes and customer classes.
2. Provide information on the most recent Capital Improvement Project lists.
3. Provide staff support and assistance as required and agreed to in advance of the studies.

**TECHNICAL PROPOSAL FORM 1:
BUSINESS INFORMATION QUESTIONNAIRE**

Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.

NAME OF COMPANY _____

PRINCIPAL OFFICE ADDRESS _____

TELEPHONE NUMBER _____

DUNS# AND/OR CCR (if applicable) # _____

FORM OF OWNERSHIP (Check One)

Corporation () LLC () Joint Venture ()

State of Incorporation/Registration _____ Date of Incorporation/Registration _____

Partnership () If Partnership, select one of the following: Limited () or General ()

Individual ()

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

Name _____	Title _____
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_____	_____
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_____	_____
-------	-------

_____	_____
-------	-------

_____	_____
-------	-------

_____	_____
-------	-------

LIST OF CORPORATE DIRECTORS

_____	_____
-------	-------

_____	_____
-------	-------

_____	_____
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TECHNICAL PROPOSAL FORM 2: STAFFING

1. **Organizational Chart:** Attach an organizational chart(s) for the Contractor's staff, showing for each Service Type the necessary staffing by position, number of staff per position and organizational responsibilities of each staff position and qualifications required for each position.

2. **Professional/Management Staff Resumes:** For professional or management level staff that will be responsible for providing services (e.g., regional general manager, contract manager, operations manager, manager of customer call center, manager of customer service), provide a detailed resume indicating the individual(s) areas of expertise and experience. Resumes must include the following content; however additional information may be provided at the option of the Contractor.
 - a. Names and Title

 - b. Project Assignment

 - c. Name of Company

 - d. Years of Experience with:
 - i. This Company
 - ii. With Other Similar Companies

 - e. Education:
 - i. Degrees
 - ii. Year and Specialization

 - f. Professional References: (List a minimum of 3)

 - g. Other Relevant Experience and Qualifications

List Names and Titles of Attached Professional/Management Staff Resumes:

- | | |
|---------------|-------------|
| 1. Name _____ | Title _____ |
| 2. Name _____ | Title _____ |
| 3. Name _____ | Title _____ |
| 4. Name _____ | Title _____ |
| 5. Name _____ | Title _____ |

