



Town of Prescott Valley

Request for Proposals

Accela Cloud Migration Project Manager

General Information

The Town of Prescott Valley (hereinafter referred to as “Town”) seeks proposals from qualified firms to provide Project Management to oversee the Implementation Partner (IP), implementation process, and migration of Accela on-premise Civic Platform instance to the Accela Cloud.

Accordingly, this Request for Proposals (RFP) seeks an experienced Project Manager (PM) who is adept at serving as both a project delivery leader and a strategic technology manager. The PM will oversee the RFP (Request for Proposal) process to contract the IP for development, design, and delivery of the online Accela permitting system ensuring that the cloud migration requirements and Business Requirements Document (BRD) are fulfilled. The PM will provide staff support in their use of these and other integrated systems. The PM will manage the IP, and the cloud migration to increase the efficiency and effectiveness of electronic planning, permitting, licensing, inspections, code enforcement, and public portal functionalities.

The contract shall have an original term of up to 1 (one) year. In addition, the Town shall have one (1) option to extend the term for a period of one (1) year, which the Town may exercise in its sole, absolute discretion. It is estimated that the scope of work will require a part-time effort of up to 1,000 hours per term year.

Fee Schedule for Project Manager

Total maximum compensation to be paid for the satisfactory accomplishment and completion of tasks set forth herein shall in no event exceed the sum of one hundred thousand dollars (\$100,000), inclusive of all labor and reimbursable expenses.

Sample Fee Table for Original 1-Year Term (NTE \$100,000):

Proposed Labor: Hourly Rate	\$ _____
Proposed Labor: Number of Hours per Original 1-Year Term	_____ Hours
<i>TOTAL Proposed Labor Costs</i>	\$ _____

Please fill out the BidTable within the Bonfire Platform

Total travel reimbursement shall not exceed \$10,000 per contract year, without amendment. The following apply to reimbursable travel expenses:

- Mileage may be reimbursed at the current-year IRS standard mileage rate, <https://www.irs.gov>
- Lodging may be reimbursed up to the applicable GSA lodging per diem for Prescott Valley, AZ (Grand Canyon/Flagstaff NSA), <https://www.gsa.gov/>
- Meals and incidentals (M&IE) will not be reimbursed.
- Airfare limited to coach/economy fare.
- Rental vehicle expenses are reimbursable only limited to the actual cost of an economy or compact class vehicle, plus reasonable fuel costs and parking fees. Upgrades to larger vehicle classes, luxury vehicles, specialty vehicles, GPS devices, satellite radio, prepaid fuel plans, or other optional services are not reimbursable unless specifically approved in advance in writing by the Town.
- Receipts for travel-related expenditures, including proof of payment, will be required to be submitted along with invoices.
 - Mileage reimbursement will require submission of maps (i.e. Google Maps or Apple Maps) showing origin and destination with total miles.
- Travel arrangements over \$1,000 per trip require prior approval.

Invoicing

Invoices may be submitted to the Town no more frequently than a monthly basis, and should include the following items:

- Company name, address, and contact information
- Contract Number/Project Number
- Invoice number and date
- Payment terms
- Dates of billing period service or delivery
- Number of hours worked during the billing period
- Hourly rate
- Percent completion of each task
- Reimbursable travel expenses, including receipts and proof of payment.
- Cumulative costs billed
- Costs remaining

The Project Manager shall submit, with the invoice, a monthly progress report to the Town, which shall itemize the work and services performed, including work accomplished during the previous month, and planned effort for the next month.

Question & Answer Process

Proposers may utilize the internal chat feature of Bonfire to ask any questions about the Project. Please note that these chats are considered public and will be housed on the Project listing. Questions will not be accepted via phone or email. In-person questions may only be asked during the Pre-Proposal Meeting. In-person questions asked during the Pre-Proposal Meeting will be compiled and posted to the Project as an Addendum. Any such attempt to directly ask questions of Town staff through phone, email, or in-person outside of the Pre-Proposal Meeting may result in the rejection of the proposal.

All questions regarding the solicitation must be submitted virtually through the Q&A feature of the Town of Prescott Valley's eProcurement portal (Bonfire). All questions must be submitted no later than the date and time indicated on the Town of Prescott Valley's eProcurement portal (Bonfire). Any violations of these guidelines by a Proposer may constitute grounds for immediate disqualification from this procurement.

Solicitation Contact Restrictions

The Town is conducting a competitive solicitation process for this licensee/operator contract, free from improper influence or lobbying. Contact with members of Town staff, Town Council, Town Mayor, or anyone connected to the solicitation regarding this opportunity is strictly prohibited until the conclusion of the associated evaluation period and contract award. Contact includes direct or indirect contact by the Proposer, its employees, attorneys, lobbyists, etc. in an attempt to influence the solicitation process.

Submission

Proposal documents may be obtained from the Town of Prescott Valley's Bonfire website at <https://prescottvalleyaz.bonfirehub.com>. Vendors will be required to initially register with the Town's Bonfire portal before submitting a proposal. Vendors may also utilize the internal chat feature of Bonfire for any questions about the Project. Please note that these chats are considered public and will be housed on the Project listing.

Electronic submissions will be accepted until 3:30 PM Arizona MST on Monday, July 27, 2026, on the Town's Bonfire portal. *Please note that only electronic submissions will be accepted.* Proposals received after the deadline will not be accepted.

The Town of Prescott Valley reserves the right to accept or reject all proposals, or any part thereof, to withhold the award, and waive any informalities deemed in the best interests of the Town.

Background

The Town implemented Permits Plus in the early 2000's, and transitioned to an on-premise Accela Civic Platform solution to calculate and invoice fees, route project applications through various regulatory disciplines, and track workflow throughout the permitting and enforcement processes. The Town has recently completed the implementation of e-PlanSoft electronic plan review and GoPost (a temporary submission portal), providing applicants with the ability to submit building permit applications and required documents online.

The Town is currently migrating its Accela on-premise instance to the SaaS (Software-as-a-Service) Cloud version. The Town is replacing GoPost with the Accela Citizens Access Portal (ACA) and implementing a simplified plan review process. Additionally, ACA will serve as a centralized hub for citizens to apply for permits, licenses, report code violations, track Town toolbox assets, and submit planning applications.

Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held on Monday, July 13, 2026, at 9:00AM in Room 330, located at 7501 E. Skoog Boulevard, Prescott Valley, Arizona. Proposers may alternatively join virtually with the following Teams meeting credentials.

Microsoft Teams

<https://teams.microsoft.com/meet/214228387768280?p=ImLChe5yGMcbD7olg1>

Meeting - ID: 214 228 387 768 280 Passcode: dQ9P5mS7

Attendance at this meeting is mandatory. A representative of each prospective firm must participate either in person or via Microsoft Teams with the below virtual meeting details. Proposals submitted by firms that do not attend the mandatory pre-proposal meeting will be deemed non-responsive and will not be considered.

During this meeting, questions regarding the RFP will be addressed. All questions and responses from the meeting will be issued in a formal addendum and posted to the project listing on Bonfire.

Scope of Work

Project Management & Governance

Develop and maintain a plan overseeing the master project roadmap, Risks, Actions, Issues, Dependencies (RAID) logs, communications plan, lead meetings, and manage scope, schedule,

and quality, ensure consistent progress during implementation from the staff and the Implementation Partner, and provide a written monthly status report to the Town's named Project Manager. The monthly report should be suitable for submission to the Director and the Town Manager.

Business Process & Requirements

Assist/Oversee the following:

- Oversee Accela with the update of environment-specific data in the databases
- Oversee Accela loading of ADS documents
- Oversee the start of Accela services and validate that the system is functional, i.e., including login, search, create records, etc.
- Oversee Accela remediating any data issues that are found from the migration
- Oversee Accela obtaining the backup of the revised SQL DB
- Oversee Accela upgrading EMSE master scripts to the current version
- Oversee Accela's APO synchronization testing, defect remediation, and retesting activities until all identified issues are resolved and synchronization results satisfy established acceptance criteria.
- Oversee the Implementation Partner to migrate and test integrations, which would include:
 - o Repoint service endpoints to new URLs
 - o Adjust firewall rules and network topologies as necessary
 - o Update interface EMSE scripting dependences for Azure compatibility
 - o Unit test and ensure base functionality
- Oversee the Implementation Partner to migrate and update SSRS reports (maximum of 75)
 - o Import reports into the Accela SaaS environment
 - o Update reports to remove dependencies on custom objects (stored procedures, functions). Facilitate customer testing and remediate any issues found resulting from migration
- Oversee Accela with the validation of the Ad Hoc reports
 - o Remove dependencies on custom views where possible
 - o Convert to SSRS as needed
- Oversee Accela's development of the go-live plan
- Oversee Accela's final go-live/roll back decision
 - o The decision to go-live is fully up to the discretion of the Town
- Oversee Accela with the execution of go-live plan
- Oversee Accela with 2 weeks of post-go-live support

- Facilitate workshops to document workflows, process improvements, and produce requirement specifications.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

Additional Technology

Oversee the integration of additional software such as digital plan review and automated phone lines.

Consult town staff about additional technology that can be integrated, such as AI tools.

Configuration & Build Oversight

Work with Town staff to ensure configuration of record types, workflows, notifications, custom reports, and system integrations.

Regulatory Compliance

Agree to abide by all Accela terms and conditions.

Integration & Data Migration

Plan and coordinate integrations such as electronic plan review software, finance, Geographic Information System (GIS), document management, payment systems, etc.

QA, Testing & User Acceptance Testing (UAT)

Create test plans, manage testing cycles, and coordinate User Acceptance Testing (UAT) activities.

Change Management Plan, Go-Live & Post Implementation Support

Develop a change management plan, support go-live and provide stabilization support.

Training & Knowledge Transfer

Deliver role-based training, create Standard Operating Procedure (SOP) documents, and transfer administration knowledge.

Experience

Must have experience leading land management/permitting implementations in Accela.

Project Management Professional (PMP), Lean Six Sigma, Scrum Master, or Agile certification preferred.

Equipment

Project Manager must provide their own laptop or PC when working from the office and remotely. Project Manager should ensure their laptop or PC is suitable for the scope of work, has sufficient virus protection, and adheres to the Town's IT Administrative Policies Number 2-08 (Appendix G). Project Manager should also ensure that reliable high-quality Wi-Fi connection is available.

Hybrid Work Model

Hybrid work approach to be mutually agreed upon by the Town and the Project Manager. Schedule could include one (1) week in the Town of Prescott Valley office and three (3) weeks via Teams, and/or, 1 day a week in the office. To be determined based on work type and collaborative needs. Initial start-up is required in person in Prescott Valley.

Terms of Agreement

1. *Term of Engagement.* This agreement will be for an initial 1-year term, unless sooner terminated as hereinafter provided. The Vendor and the Town shall have the option of renewing this contract for an additional one (1), one (1) year period, upon the same terms and conditions as contained. Written notice of such an option to renew shall be given by either party sixty (60) days prior to the expiration of this contract and the other party will then have thirty (30) days to concur in writing.
2. *Insurance.* The Project Manager is required to provide the following coverage: General Liability - \$1 million per occurrence, \$2 million aggregate; Professional Liability - \$2 million, and Cybersecurity - \$2 million. The Town shall be named as an additional insured in such a liability policy or policies. The vendor shall provide the Town with proof of insurance prior to the execution of the contract.

Proposal Requirements

In order for a proposal to be considered, the following documents must be submitted via the Bonfire Project listing:

- a) Written narrative for how the vendor plans to complete the project
- b) Copy(s) Project Management Professional (PMP), Lean Six Sigma, Scrum Master, and/or Agile certification
- c) Addendum Acknowledgement
- d) Proposed bid price, including hourly labor rate and estimated number of hours
- e) Executed Copy of Appendix A, B, C, D, E, F, G and Agreement for Professional Services

Evaluation Procedure

All submitted proposals will be evaluated by a three-member Evaluation Committee taking into consideration all aspects of the Proposal Requirements as well as all Evaluation Criteria as laid out below.

Proposals will be evaluated against both Mandatory Elements as well as various Technical Qualifications. Firms meeting the Mandatory Elements will have their proposals evaluated and scored for Technical Qualifications. The following represents the principal selection criteria to be considered.

- Mandatory Elements
 - i. Must be an Accela partner.
 - ii. Hybrid approach mutually agreed to by the Town and the Project Manager. One (1) week in office and three (3) weeks via Teams and/or one (1) day a week in office; to be determined based on work type and collaborative needs. Initial start-up required in person at Civic Center, 7501 E Skoog Blvd, Prescott Valley, AZ 86314.
- Technical Requirements
 - i. Experience managing Accela implementations, preferably Accela implementations with land management/permitting.
 - 30 Points.
 - ii. Technical capabilities and years of experience.
 - 20 Points.
 - iii. Planned approach for training for internal and external stakeholders.
 - 20 Points.
 - iv. Project Management Professional (PMP), Lean Six Sigma, Scrum Master, or Agile certification preferred.
 - 10 Points.
 - v. Proposed bid cost.
 - 10 Points.
 - vi. 3 Professional references from similar government organizations.
 - 10 Points.

Total Point Value 100 points.

It is anticipated that a final selection will take place on August 3, 2026. Following the selection, the Town will contact the top ranked firm to initiate negotiation and contract execution. Due to the nature of this contract, this contract is slated to be taken before the Council on August 13, 2026, at which point the contract will be considered executed if approved.

Appendix A

Proposer Guarantees

The firm certifies it can and will provide and make available, as a minimum, all services set forth in the Scope of Work.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Appendix B

Proposer Warranties

- A. The firm warrants that it is willing and able to comply with Arizona laws with respect to foreign (non-state of Arizona) corporations
- B. The firm warrants that it is willing and able to obtain any needed insurance policies providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees, or agents thereof as outlined previously.
- C. The form warrants that it will not delegate or subcontract its responsibilities under a contract without the prior written permission of the Town of Prescott Valley.
- D. The firm warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Appendix C

Statement of Independence & Conflict of Interest Vendor Disclosure Form

In connection with this proposal, the undersigned certifies the following:

1. Independence from the Town

The bidder, including its employees, officers, agents, and subcontractors, has no current or past financial interest, employment, or other relationship with the Town of Prescott Valley, or with any of its officials, agents, or employees, that would create—or appear to create—a conflict of interest or confer an unfair competitive advantage in this procurement process.

2. Disclosure of Professional Relationships

The bidder shall provide a list of any current or prior professional relationships, engagements, or affiliations involving the Town of Prescott Valley or its staff that could reasonably be perceived as a conflict of interest. If no such relationships exist, the bidder shall affirmatively state that none are known.

3. Compliance with Ethical Standards

The bidder agrees to comply with all applicable federal, state, and local laws, as well as the Town of Prescott Valley's procurement policies and ethical standards.

- ☐ I have no conflict of interest to report
- ☐ I have the following conflict(s) to report (please list relationships on Page 2)

The undersigned acknowledges that failure to disclose relevant relationships may result in disqualification from the solicitation process or termination of any awarded contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest. Use additional pages if necessary.

If "I have no conflict of interest to report" box is checked on prior page, please leave blank.

[illegible]

Appendix D - Affidavit of Non-Collusion

I, _____, who submits to the Town of Prescott Valley, a proposal for the Accela Cloud Migration Project Manager RFP, submits...

THAT all statements of fact in such proposal are true;

THAT said proposal was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;

THAT said proposal is genuine and not collusive or a sham;

THAT said proposer has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the Town of Prescott Valley or of any proposer or anyone else interested in the proposed Contract; and further,

THAT prior to the proposal submittal deadline, said proposer:

1. did not directly or indirectly induce or solicit anyone else to submit a false or sham proposal;
2. did not directly or indirectly collude, conspire, connive or agree with anyone else that said proposer or anyone else would submit a false or sham proposal, or that anyone should refrain from proposing or withdraw his/her proposal;
3. did not directly or indirectly seek, by agreement, communication or conference with anyone, to raise or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit, or cost element of his/her proposal price or of that of anyone else;
4. did not directly or indirectly submit his proposed price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the Town of Prescott Valley, or to any person or persons who have a partnership or other financial interests with said proposer in his/her business.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Appendix E

Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the “Exempt Solicitation, Contract, or Contractor” option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.”

Under A.R.S. § 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
3. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. § 35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, contractor must select one of the following:

- ☐ The Company executing this Contract **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 *et seq.* I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317.

Appendix E - Boycott of Israel Disclosure – Page 2

- ☐ The Company executing this Contract **does** participate in a boycott of Israel as described in A.R.S. § 35-393 *et seq.*
- ☐ **Exempt Solicitation, Contract, or Contractor.**
Indicate which of the following statements applies to this Contract:
- Solicitation or Contract has an estimated value of less than \$100,000;
 - Contractor is a sole proprietorship;
 - Contractor has fewer than ten (10) employees; and/or
 - Contractor is a non-profit organization

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City

State

Zip

Title

Appendix F

Boycott of Forced Labor of Ethnic Uyghurs Ban

Please note that if **any** of the following apply to the Contractor, then the Offeror **shall** select the “Exempt Contractor” option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 *et seq.*, all offerors must select one of the following:

- ☐ The Company executing this Contract **does not** use, and agrees not to use during the term of the contract, any of the following:
 - Forced labor of ethnic Uyghurs in the People’s Republic of China;
 - Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or
 - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
- ☐ The Company submitting this Offer **does** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
- ☐ **Exempt Contractor**
Indicate which of the following statements applies to the Contractor (may be more than one):

- ☐ Contractor is a sole proprietorship;
- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization.

Appendix F - Boycott of Forced Labor of Ethnic Uyghurs Ban – Page 2

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City

State

Zip

Title

Appendix G

Town of Prescott Valley Policies and Procedures

Administrative Policies – Bring Your Own Device (BYOD) Policy, Information Technology, Number 2-08.

Policy Effective Date: February 2, 2026

2-08-1 POLICY

It is the policy of the Town to allow employees to use their personal devices, including without limitation, smartphones, tablets, and laptops, for work purposes. To protect Town systems from potential security risks associated with the use of employee-owned personal devices, this Policy provides the framework for secure and appropriate use of personal devices for Town-related activities.

2-08-2 PURPOSE

The purpose of this policy is to establish guidelines and procedures for employees who wish to use personal devices to access organizational systems and data. It aims to protect Town resources from unauthorized access, reduce security risks, and define roles and responsibilities.

2-08-3 APPLICABILITY

This policy applies to all employees, including full-time, part-time, contractors, consultants, interns, and temporary staff who use personally owned devices to access or store organizational data, connect to Town networks, or perform any work on behalf of the Town. This policy does not apply to devices accessing only public wireless networks with no access to internal systems or data.

2-08-4 BYOD REQUIREMENTS & APPROVAL PROCESS

A. Approval Form. Employees must submit a BYOD Approval Form to IT before connecting a personal device to Town systems. In no event shall an employee connect a personal device to Town systems unless and until a BYOD Approval Form has been submitted to and approved by IT.

B. Authorization. Only the IT Department may authorize a personal device for Town

C. Device Registration. Approved devices must be registered with the IT department and included on the authorized device list.

Appendix G, continued.

2-08-5 RESPONSIBILITIES OF USERS OF PERSONAL DEVICES CONNECTED TO TOWN SYSTEMS

A. Responsibilities. All users of personal devices to be connected to Town systems must:

1. Complete and receive IT approval of the BYOD Approval Form.
2. Not alter or disable IT-configured security settings.
3. Follow guidance on approved and restricted apps.
4. Avoid using recreational apps while connected to Town resources.
5. Never access unauthorized data or systems.
6. Avoid texting or emailing while driving, except via hands-free methods.
7. Follow all Town policies related to acceptable use, network security, and internet usage, including without limitation, Town Administrative Policy No. 1-05 "Cellular Phones."
8. Immediately report any suspected compromise or loss of a BYOD device to the IT department.
9. Secure devices physically when not in use.
10. Accept full responsibility for risks, including data loss due to misuse or failure of their device.
11. Notify IT prior to discarding or decommissioning an authorized BYOD device.
12. Seek support from the device vendor or carrier before contacting IT for personal device issues.

B. Monitoring & Enforcement. Compliance with this policy will be monitored by the IT Department and Management. All changes to the policy must be approved by the IT and HR departments. Non-compliance may result in revocation of BYOD privileges and disciplinary action pursuant to the Town of Prescott Valley Human Resources Policy Manual.

2-08-6 MANAGING TEXT, TELEPHONE, AND SOCIAL MEDIA MESSAGES SENT AND RECEIVED ON PERSONAL DEVICES IN THE COURSE OF WORK DUTIES

All text, telephone, and social media messages received or created by employees on personal devices in the course of their duties shall be managed in accordance with the Town's Records Policy No. 5-04 *ELECTRONIC RECORDS MANAGEMENT*.

Appendix G, continued.

The undersigned hereby agrees to abide by all policies contained herein.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

*****Town of Prescott Valley Proprietary Agreement*****

This Agreement supersedes any and all AIA, CSI or other Documents Included in this Agreement Packet

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT made and entered into this ******** day of *********, 2026 by and between the **Town of Prescott Valley**, a municipal corporation of Arizona (hereinafter the "TOWN"), and ********* (hereinafter the "CONSULTANT").

The TOWN engages the CONSULTANT to perform professional services to provide Project Management to oversee the Implementation Partner (IP), implementation process, and migration of the Accela on-premise Civic Platform instance to the Accela Cloud (hereinafter the "PROJECT").

WITNESSETH:

WHEREAS, the TOWN has found the CONSULTANT to be competent and capable of providing professional services for such projects.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

ARTICLE 1. DESCRIPTION OF SERVICES

The CONSULTANT shall perform all of the Professional Services tasks as described in the Request for Proposal document and the Consultants Proposal attached hereto are expressly made a part hereof (hereinafter "Services") as well as such other tasks as the parties may hereafter mutually agreed upon in writing, to TOWN standards and in accordance with the degree of care and skill, which a Registered Professional in Arizona would exercise under similar conditions.

Nothing herein shall preclude the TOWN from using its own staff to carry out aspects of the Services, separately or in cooperation with the CONSULTANT, as mutually determined from time to time by the parties. Furthermore, nothing herein shall preclude the parties from entering into additional mutual agreements which add to the Services to be performed by the CONSULTANT (hereinafter "Amendments"). Any such Amendments shall be in writing, signed by the parties' representatives, attached hereto, and expressly made a part hereof.

The CONSULTANT shall, except as provided otherwise in this Agreement and any Amendment hereto, furnish all supervision, labor, and materials, and obtain all licenses and permits required for performance of the Services.

ARTICLE 2. SCHEDULE OF SERVICES

The CONSULTANT shall complete all Services within agreed time frame of the "Notice to Proceed" date, in substantial conformance with the schedule(s) set forth under Fee Schedule for Project Manager and any Amendments hereto, unless otherwise agreed to by the TOWN. In the event that delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the TOWN and the CONSULTANT.

ARTICLE 3. AGREEMENT TERM

Unless otherwise terminated as set forth in Articles 4 and 12 hereinafter, the Term of this Agreement shall be from the date first-above written through **TBD, 2026**, or until such time as the parties mutually determine in writing that all of the Services have been accomplished, whichever is sooner.

ARTICLE 4. PAYMENT

The TOWN will pay the CONSULTANT for Services satisfactorily performed in accordance with the cost and fee schedule(s) set forth under Fee Schedule for Project Manager and any Amendments hereto.

The TOWN shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. All invoices submitted to the TOWN for Services performed by the CONSULTANT shall refer, by date, to the Agreement under which the Services were performed. Invoices shall contain percent completion of each task detailed in this Agreement and any Amendments hereto. When required by the TOWN, invoices shall contain copies of supporting documents and proof of expenditures.

In the event a Notice to Proceed is not issued to the CONSULTANT by the TOWN within sixty (60) days after the date first-above written, this Agreement shall terminate, and the TOWN's payment obligation hereunder shall also terminate.

ARTICLE 5. NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement is to be construed as granting to the CONSULTANT an exclusive right to perform any or all of the TOWN's requirements of the type contemplated hereunder.

ARTICLE 6. CHANGES

The TOWN may, at any time by written direction, require additional tasks as part of the Services, direct the omission of, or variation to, the Services, or alter the schedule for Services. If such direction results in a material change in the amount or character of the Services, an equitable adjustment to the price and to any other provisions in Exhibit "A" or any Amendments hereto that may be affected, shall be made in writing. All such material changes must first be approved by the TOWN.

ARTICLE 7. PROFESSIONAL RESPONSIBILITY

The CONSULTANT shall perform the Services hereunder in accordance with the standards of care, skill, and diligence normally provided by a professional in the performance of such Services with respect to services similar to that contemplated hereunder. In the event of the CONSULTANT's

failure to observe and adhere to such standards, the CONSULTANT shall, upon notice from authorized TOWN staff, promptly re-perform the Services at the CONSULTANT's sole expense.

ARTICLE 8. INDEMNIFICATION

With respect to professional liability only, to the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees for, from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the CONSULTANT, its agents, employees or any tier of the CONSULTANT's subcontractors in the performance of this Agreement. The CONSULTANT's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom caused by the CONSULTANT's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the CONSULTANT, any tier of the CONSULTANT's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the CONSULTANT may be legally liable.

With respect to all liability other than professional liability, including (but not limited to) those acts or omissions normally covered by general and automobile liability insurance, to the fullest extent permitted by law the CONSULTANT shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees for, from, and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the CONSULTANT, its agents, employees or any tier of the CONSULTANT's subcontractors in the performance of this Agreement. The CONSULTANT's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom caused by the CONSULTANT's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the CONSULTANT, any tier of the CONSULTANT's subcontractors or any other person for whose services the CONSULTANT may be legally liable. Such indemnity does not extend to the TOWN's negligence.

ARTICLE 9. PRESCOTT VALLEY BUSINESS LICENSE

The CONSULTANT and any Subconsultants may be required to acquire and maintain a Prescott Valley Business License for the duration of the PROJECT in accordance with TOWN Code Article 8-02, as determined by the TOWN Clerk.

ARTICLE 10. INSURANCE REQUIREMENTS

Without limiting any of their liabilities or obligations hereunder, the CONSULTANT, at its own expense and prior to commencing with Services, shall secure and maintain the herein stipulated minimum insurance with companies duly licensed or otherwise approved by the State of Arizona, possessing a current A.M. Best Company, Inc. rating of not less than A-, with policies and forms satisfactory to the TOWN.

A. General Clauses

Additional Insured: The insurance coverage, except Workers' Compensation and in some cases Professional Liability, required by this contract, shall name the TOWN, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance coverage carried by the TOWN or its employees shall be excess coverage, and not contributory coverage to that provided by the CONSULTANT.

Coverage Term: All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Agreement are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Agreement, at the sole discretion of the TOWN. In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the CONSULTANT's work or services, as evidenced by annual Certificates of Insurance.

Primary Coverage: The CONSULTANT's insurance shall be primary insurance as respects TOWN and any insurance maintained by TOWN shall be excess of the CONSULTANT's insurance and shall not contribute to it.

Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the TOWN.

Waiver: The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.

Deductible/Retention: The policies may provide coverage which contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. The CONSULTANT shall be solely responsible for deductible and/or self-insured retentions and the TOWN, at its option, may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Certificates of Insurance: Prior to commencing with services under this Agreement, CONSULTANT shall furnish TOWN with Certificates of Insurance and Endorsements as required by the Agreement, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by date and project name, and shall provide for not less than thirty (30) days per certificate, advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Town of Prescott Valley
Risk Management Technician
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

If a policy expires during the life of the contract, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

The TOWN shall not be obligated, to review or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of, the TOWN's right to insist on strict fulfillment of CONSULTANT's obligations under this Agreement.

Cancellation and Expiration: Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the TOWN.

The CONSULTANT hereby agrees to indemnify and save harmless the TOWN and any jurisdiction or agency issuing permits for any work included in the project, their officers, employees, agents and representatives from all suits, actions, losses, damages, expenses, costs or claims of any character or any nature brought on account of any injuries or damages sustained by any person(s) or property arising out of the work done in fulfillment of the construction or the improvement under the terms of these Contract Documents, or on account of any act or omission by the CONSULTANT or his/her agents, or from any claims or amounts arising or recovered under Worker's Compensation laws, or any other law, by-law, ordinance, order or decree.

B. WORKERS' COMPENSATION

The CONSULTANT shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the CONSULTANT's employees engaged in the performance of the Services, and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any of the Services are subcontracted, the CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the CONSULTANT.

C. AUTOMOBILE LIABILITY

The CONSULTANT shall carry Commercial/ Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate including bodily injury and property damage with respect to any of the CONSULTANT's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. Coverage will be at least as broad as coverage Code 1, "any auto," (Insurance Service Office, Inc. policy form CA 0001 1/87, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

D. PROFESSIONAL LIABILITY

Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the Services performed by the CONSULTANT, or any person employed by the CONSULTANT, with an unimpaired limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, or 10% of the construction budget, whichever is larger.

ARTICLE 11. SUSPENSION OF SERVICES

The TOWN may, by written notice, direct the CONSULTANT to suspend performance of any or all of the Services for a specified period of time. If such suspension is not occasioned by the fault or negligence of the CONSULTANT, this Agreement may be mutually modified to compensate CONSULTANT for extra costs incurred due to the suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within twenty (20) calendar days after the date the TOWN issues an order for resumption of the Services. Upon receipt of notice to suspend Services, the CONSULTANT shall a) discontinue Services, b) place no further orders or subcontracts, c) suspend all orders and subcontracts, d) protect and maintain the Services, and e) otherwise mitigate the TOWN's costs and liabilities for that portion of the Services which have been suspended.

ARTICLE 12. TERMINATION

The TOWN, at its sole discretion, may terminate this Agreement at any time without cause prior to its Term by sending to the CONSULTANT written notice dated fifteen (15) calendar days prior to the termination date. Upon such termination, the TOWN shall pay to the CONSULTANT full compensation for all Services satisfactorily performed by the CONSULTANT as of the termination date, excluding damages or anticipated profits for Services not yet performed.

The CONSULTANT may terminate this Agreement at any time without cause prior to its term by sending to the TOWN written notice dated thirty (30) calendar days prior to the termination date. Upon such termination, the TOWN shall pay to the CONSULTANT full compensation for all Services satisfactorily performed by the CONSULTANT as of the termination date, excluding damages or anticipated profits for Services not yet performed.

ARTICLE 13. EXAMINATION OF SERVICES

All of the Services will be subject to examination at any reasonable time or times by appropriate TOWN staff, who shall also have the right to reject unsatisfactory Services in part or in whole. Neither examination of Services nor the lack of same, nor acceptance of Services by TOWN staff or payment therefore shall relieve the CONSULTANT from any of its obligations under this Agreement.

ARTICLE 14. PROGRESS

The CONSULTANT shall submit monthly written progress reports to assist TOWN staff in determining whether the time requirements in Article 2 hereinabove are being substantially met. Authorized staff may visit the CONSULTANT's office at any reasonable time to determine the status of the Services required by this Agreement. In addition, any person may inspect the public records generated by the CONSULTANT's activities hereunder upon reasonable request, during normal business hours, in accordance with ARS §9-471(B).

ARTICLE 15. OWNERSHIP OF DOCUMENTS

All work products (electronically or manually generated) including, but not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect final drawings, field notes, data, and

other related products, which are prepared in the performance of this Agreement, are and remain the property of the TOWN, upon payment in full for all Services rendered. The CONSULTANT shall, at the conclusion of the Services or at the conclusion of this Agreement (whichever is earlier), deliver to the TOWN all documents in their original format (whether complete or partially complete) produced or collected by the CONSULTANT in its performance under this Agreement. The CONSULTANT shall, at its expense, reproduce and retain a copy of the drawings, estimates, specifications, field notes, or data collected or produced under this Agreement.

ARTICLE 16. NONDISCLOSURE

Except as otherwise required by law or this Agreement, the CONSULTANT, its officers, employees, subcontractors, agents, and assigns shall not divulge to third parties (without the prior consent of the TOWN) any information obtained by it in connection with its performance under this Agreement.

ARTICLE 17. LAWS AND REGULATIONS

The CONSULTANT shall at all times comply with applicable laws, statutes, rules, regulations, and ordinances in its performance under this Agreement, including (without limitation) those governing wages, hours, employment discrimination, and safety. The CONSULTANT shall also comply with equal opportunity laws and regulations to the extent they are applicable.

A. CERTAIN FEDERAL LAWS

The CONSULTANT understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

B. STATE AND FEDERAL IMMIGRATION LAWS

Under provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to the TOWN that the CONSULTANT and each of its subconsultants ("Subconsultants") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "CONSULTANT Immigration Warranty").

A breach of the CONSULTANT Immigration Warranty shall constitute a material breach of this Contract and shall subject the CONSULTANT to penalties up to and including termination of this Contract at the sole discretion of the TOWN.

The TOWN retains the legal right to inspect the papers of any CONSULTANT or Subconsultants employee who works on this Contract to ensure that the CONSULTANT or Subconsultant is complying with the CONSULTANT Immigration Warranty. CONSULTANT agrees to assist the TOWN in regard to any such inspections.

The TOWN may, at its sole discretion, conduct random verification of the employment records of the CONSULTANT and any subconsultants to ensure compliance with CONSULTANT's Immigration Warranty. CONSULTANT agrees to assist the TOWN in regard to any random verifications performed.

Neither the CONSULTANT nor any Subconsultant shall be deemed to have materially breached the CONSULTANT Immigration Warranty if the CONSULTANT or Subconsultant establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the CONSULTANT enters into with any and all of its subconsultants who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a CONSULTANT or subconsultant. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

ARTICLE 18. PATENT AND COPYRIGHT

The CONSULTANT shall indemnify, and hold harmless the TOWN, its officers, employees, agents and successors, against and from all claims, demands, losses, costs, expenses, suits, settlements, judgments, and damages (including attorneys' fees), of any kind or nature whatsoever on account of infringement of any patent, copyrighted work, secret process, trade secret, unpatented invention, article, or otherwise, including claims thereof pertaining to, or arising from the CONSULTANT's performance under this Agreement.

Should the CONSULTANT's officers, employees, agents, or assigns (or anyone of a like nature), in the performance of the Services or as a result of performing the Services, develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, develop any process, or otherwise, such trade secret, copyright, improvement, invention, or process shall be the property of the CONSULTANT. However, the CONSULTANT shall grant or cause to be granted to the TOWN the right and/or license to permanently use, or cause to be used for the benefit of the TOWN any such trade secret, copyright, improvement, design, invention, or process in any manner for so long as the TOWN desires to use the same for the TOWN's own internal use.

ARTICLE 19. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the Services hereunder as an independent contractor, and all persons or entities employed by or under contract with the CONSULTANT in connection herewith shall be employees of the CONSULTANT and are not employees of the TOWN in any respect.

ARTICLE 20. ASSIGNMENT

The CONSULTANT shall not assign this Agreement, or any part hereof, without the prior written consent of the TOWN. Any attempted assignment in violation hereof shall be void.

ARTICLE 21. SUBCONTRACTS

The CONSULTANT shall neither subcontract nor permit any portion of the Services to be subcontracted without the prior written consent of appropriate TOWN staff. Furthermore, the CONSULTANT shall be fully responsible for the acts or omissions of any subcontractors of any tier and of all persons employed by them. Neither the consent of TOWN staff nor anything contained herein shall be deemed to create any contractual relationship between the CON's subcontractor of any tier and the TOWN.

ARTICLE 22. NOTICES

Any notice by either party to the other hereunder shall be considered duly served if delivered in person to the office of the authorized representative listed below, or if deposited in the mail, properly stamped with the required postage, and addressed to the authorized representative listed below. Either party may change its representative or the address thereof by giving the other party written notice. Unless changed, notices shall be sent to the following:

TOWN: Gilbert Davidson
Town Manager
Town Of Prescott Valley
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

CONSULTANT: *****

ARTICLE 23. DISPUTE RESOLUTION

Except as otherwise provided herein, any dispute arising out of the Services which is not otherwise disposed of by separate agreement shall be decided by authorized TOWN staff, who shall mail or otherwise furnish a written decision to the CONSULTANT's authorized representative. Such decision by the TOWN shall be final unless the CONSULTANT, within thirty (30) calendar days after notice of the TOWN's decision, files with the TOWN a written protest stating clearly and in detail the basis thereof. The CONSULTANT shall continue its performance under this Agreement during any such dispute resolution process.

ARTICLE 24. ACCOUNTING AND AUDITING

The CONSULTANT shall keep accurate and complete records in support of all payments hereunder in accordance with generally recognized accounting principles and practices. The TOWN or its audit representatives shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices, and all other evidence of expenditures for the Services. Such records shall be kept by the CONSULTANT and made available for one (1) year after completion of the Services or termination of this Agreement, whichever is earlier.

ARTICLE 25. NON-WAIVER

The failure of the TOWN to insist upon or enforce strict performance by the CONSULTANT of any of the provisions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment to any extent of the TOWN's right to assert or rely upon such terms or rights on any future occasion.

ARTICLE 26. SEVERABILITY

Any provisions of this Agreement prohibited or rendered unenforceable by local, state, or federal law, or by the ruling of any court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

ARTICLE 27. VENUE AND GOVERNING LAW

This Agreement shall be deemed to have been made and entered into in Yavapai County, and shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona.

ARTICLE 28. ATTORNEYS' FEES

In the event any action shall be instituted between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees.

ARTICLE 29. SAVINGS CLAUSE

In the event any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

ARTICLE 30. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

ARTICLE 31. CONFLICT-OF-INTEREST

This Agreement may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict of interest as described therein by any person significantly involved in negotiating this Agreement on behalf of the TOWN.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement by their duly authorized representatives on the day and year first-above written.

TOWN:

Town of Prescott Valley,
a municipal corporation of Arizona

CONSULTANT:

a(n) "insert STATE" corporation

BY: Gilbert Davidson, Town Manager

BY: Name of Signing Party, Title

ATTEST:

BY: Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

BY: Ivan Legler, Town Attorney