

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 161468

MATERIAL OR SERVICE: ONLINE AUCTION SERVICES

PROPOSAL DUE DATE: MARCH 17, 2016, AT 4:00 P.M. LOCAL AZ TIME

PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701

PRE-PROPOSAL CONFERENCE DATE: FEBRUARY 26, 2016
TIME: 8:30 AM
LOCATION: CITY HALL BUILDING
1ST FLOOR CONFERENCE ROOM
255 W. ALAMEDA ST.
TUCSON, AZ

CONTRACT OFFICER: LLOYD B. WINDLE II, C.P.M., CPPB
TELEPHONE NUMBER: (520) 837-4105
Lloyd.Windle@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******ALERT******

Effective July 1, 2014, the City of Tucson's Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) Program has moved to the Department of Procurement and has become the Business Enterprise and Compliance Program. To contact them, please call (520) 837-4000 or visit the website at http://www.tucsonprocurement.com/Bidders_Page.aspx and click on SBE or DBE.

«INITIALS»

PUBLISH DATE: «PUBLISHDATE»

PART A: INTRODUCTION, INSTRUCTIONS AND TERMS & CONDITIONS

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1. Introduction

The City of Tucson, herein referred to as the City, is seeking proposals from qualified firms for an Online Auction Services software application for the Department of Procurement's Surplus Auction and Materials Management (S.A.M.M.) division.

S.A.M.M. is responsible for administering the surplus and auction program for the City of Tucson.

The City has 19 departments that include Tucson Convention Center, Fire, Police, Parks and Recreation, Environmental Services, Transportation, and Water. Approximately 4,200 permanent full-time employees support the functions of the City. For further information, including information on the City's capital and operating budget, Offerors are encouraged to visit the City's website at www.tucsonaz.gov.

The City has been disposing of its various surplus items contractually via an internet auction site (domain name of citysurplus.org) since July 2005. Surplus items include:

1. Miscellaneous Surplus (e.g. office equipment, office furniture, dead stock, etc.)
2. Lost or Unclaimed Property
3. Confiscated Property
4. Vehicles and Heavy Equipment

The City has been paying an auction fee of 6.75% since July 2007 (Attachment A lists the current rate structure). The total number of auctions posted, number of auctions that were sold and paid, the number of unsold auctions (due to a combination of reserve not being met, bidder default and City withdrawal) and corresponding net revenue, by contract year, is as follows:

July 2010 to June 2011

Number of Posted Auctions = 1,631
Number of Sold & Paid Auctions = 1,424
Number of Unsold Auctions = 207
Net Revenue = \$919,121.00

July 2011 – June 2012

Number of Posted Auctions = 1,799
Number of Sold & Paid Auctions = *1,503
Number of Unsold Auctions = *290
Net Revenue = \$930,580.00

July 2012 – June 2013

Number of Posted Auctions = 1,837
Number of Sold & Paid Auctions = *1,556
Number of Unsold Auctions = *276
Net Revenue = \$764,752.00

July 2013 – June 2014

Number of Posted Auctions = 2,222
Number of Sold & Paid Auctions = *1,795
Number of Unsold Auctions = *387
Net Revenue = \$1,564,000.00

July 2014 – June 2015

Number of Posted Auctions = 2,083
Number of Sold & Paid Auctions = *1,633
Number of Unsold Auctions = *411
Net Revenue = \$1,469,000.00

*Numbers reflect "Dutch" auctions, which are auctions where multiple like items are sold under one Auction Listing, and have multiple winning bidders and multiple payments collected and/or defaulted.

Miscellaneous surplus, lost or unclaimed property and confiscated property make up the majority of the transactions, while vehicles and heavy equipment make up the majority of the dollars. An estimated quantity of 150 vehicles are sold annually via the online auction site.

On November 23, 2010, the City moved the location of its surplus (all non-rolling stock) operation. Now, all unclaimed, confiscated and surplus property as well as rolling stock is located at Price Service Center, 4004 S. Park Avenue, Tucson, AZ 85714, with the exception of items that are occasionally sold "in place" (e.g. water tanks, generators, trailers).

In addition, the Procurement Director may determine that certain surplus items be disposed of through internal reallocation, by competitive bid or quote (when applicable), by donation (if approved in accordance with the Tucson Procurement Code), or in any other manner deemed to be in the City's best interest.

This Request for Proposal is comprised of two separate documents labeled Part A and Part B. Part A, herein, includes the City of Tucson's project summary, the business environment, the instructions to Offerors and the contractual terms and conditions. Part B includes the requirements, scope of services, and specific evaluation criteria that the City will consider in the evaluation of proposals received. **Offerors must respond to all areas in Part B.**

1.1 Issuing Organization

This RFP is issued by the Department of Procurement, City of Tucson, for S.A.M.M.

1.2 National Contract

The City, as the Principal Procurement Agency, as defined in Attachment B, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment B contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. We partner with sister company, Vizient (formally, Novation), to leverage over \$60 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment B).

The City anticipates a net revenue of approximately \$5,000,000 over the full potential Master Agreement term for online auction services. While no minimum volume is guaranteed to the Supplier, the estimated sales volume of

online auction services under the Master Agreement through National IPA is approximately \$20,000,000.00. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

1.3 Schedule of Events

To the extent achievable, the following tentative schedule shall govern the review, evaluation and award of the contract. The dates are estimates only and the City reserves the right to modify the dates below as necessary.

RFP Published	February 10, 2016
Pre-proposal conference	February 26, 2016
Proposal due date	March 17, 2016
Review of Proposals by Evaluation Committee	March 19, 2016 – April 15, 2016
Short listed vendors notified	April 20, 2016
Vendor interview / system demonstrations & reference checks	April 22, 2016
Evaluation Committee's recommendation	April 24, 2016
Final negotiation completed	May 24, 2016
Anticipated contract award & issuance of purchase order	June 27, 2016

2. Instructions to Offerors

2.1 Preparation of Proposal

- A. Offerors must submit one original and 5 copies (6 total) of their proposal in the sequence as outlined in Part B. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder (other copies should be printed double-sided). Offerors shall also submit one electronic copy of the proposal on CD-ROM or jump drive, in MS Office 2010 format. Any confidential information shall be submitted on a separate CD-ROM or jump drive clearly marked with its contents.
- B. All proposals shall be submitted on the forms and in the formats as provided in this Request for Proposal package. It is permissible to copy forms as required. Facsimiles or electronic mail proposals shall not be considered.
- C. The Offer and Acceptance form and any solicitation amendments must be signed and returned with the proposal.
- D. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- E. The authorized person signing the proposal shall initial any erasures, interlineations or other modifications made on the printed proposal.
- F. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
- G. Periods of time, stated as a number of days, shall be in calendar days.
- H. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- I. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- J. Offeror must list any subcontractors to be utilized in the performance of the services specified herein in the appropriate section of Part B.

2.2 Proposal Evaluation Criteria

The City reserves the right to determine whether or not a proposed system or solution meets the specifications and requirements of this RFP and reject any proposal that, in the City's opinion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any and all proposals.

Proposal evaluation criteria are listed below in the relative order of importance. All proposals will be evaluated and scored based upon the responses to the Phase One criteria. After final scoring of the Phase One criteria, a short-list may be created. The short-listed Offerors shall proceed into Phase Two activities.

Phase Two activities shall consist of interviews/demonstrations and reference checks. Following the interviews/demonstrations, the City may request a revised offer from the short-listed vendors.

Upon the conclusion of Phase Two activities, the City shall re-score the short-listed vendors, using the Phase One criteria plus cost. Re-scoring shall be based upon the original proposal as well as any additional information obtained during the Phase Two activities. Upon final scoring of the Phase Two activities, a ranking will be established.

The City may proceed into exclusive or concurrent negotiations which may include, but not be limited to, product, service and price negotiations with the top-ranked Offeror(s).

The proposals received in response to this solicitation shall be evaluated based upon the following evaluation criteria, which is listed in relative order of importance. The narrative portion and the materials presented in response to this Request for Proposal shall be submitted in the order as requested and outlined in Part B.

Phase One:

A. Application Requirements

The City will evaluate the functional and technical requirements based upon how well the proposed application software meets the requirements of the City (which are defined in Part B), the suitability of the hardware platform options in relation to the current City standards and the proposed operating system, database management system and any associated tools for on-line queries and ad hoc report generation.

B. Support and Services

The City will evaluate the support and services based upon the support the vendor will provide to the City in terms of software, hardware, training, documentation, transition planning, maintenance, customer support and installation, the overall ability of the application system to support the City's business processes and future growth and how it meets City requirements

C. Qualifications and Experience

The City will evaluate the qualifications of the firm and the key personnel who will be assigned to work on this project.

Phase Two:

A. Application Requirements

See above.

B. Support and Services

See above.

C. Qualifications and Experience

See above.

D. Fee

The City's evaluation of the Fee to provide the services includes all fees.

2.2.1 General Criteria

1. Overall Evaluation of the Proposal Response and Compliance with RFP Format Requirements: The overall completeness, format, accuracy and quality of the proposal and adherence to page number limitations may be taken into consideration when evaluating the functional requirements.
2. Additional Investigations: The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
3. Interviews/Demonstrations: Each demonstration should utilize the actual proposed system. Demonstrations will be held at a time and place specified by the City. Each of the Offeror's key project team members, including any subcontractors who will be assigned to this project, are strongly encouraged to attend the interview/demonstration. The City shall not reimburse the Offeror for the costs associated with the interview process.
4. Prior Experience: Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.
5. Required Agreements: Any required agreements, to include any required for third party software, must be submitted at time of proposal submission. All agreements are subject to negotiation by the City.

2.3 Proposal Format

Part B of this solicitation includes the specific requirements that the City will consider in the evaluation of proposals received. Offerors shall respond to all requirements in the order in which they are presented. Response to requirements in each section will be requested in two formats: 1) a written, narrative response (one to two paragraphs) to questions/requests, with each answer to be inserted immediately after the corresponding question, and 2) a single letter response to an "Ability to/provision for" phrases. These appropriate single letter responses are: Y (Yes), N (No), M (Modification), F (Future) or T (Tool). The explanation of these response letters is:

Y - Yes, the product has this ability in the current version.

N - No, the product does not have this ability in the current version.

M – Modification - The Offeror will make a modification to current version capabilities to specifically address this requirement

F - Future, there are explicit, documented plans to include this ability in future versions.

T - Tool, there is a third party tool supplied with the product and/or database that can provide this ability in the current version.

If the response to a requirement needs an elaboration or explanation, a brief explanation may be inserted immediately after that requirement. All "N" and "M" responses must be explained. All "T" responses must describe the specific tool(s) required. All requirements refer to whether your system can perform or provide the function automatically or electronically.

Responses should be as brief as possible while still conveying all the information that would be helpful to the City in making its decision. The evaluation team is seeking insightful responses, not lengthy ones. The original hard copy (and only the original copy) should be printed single sided on recycled paper. The additional copies should be printed as double sided on recycled paper. Major sections (as indicated in the index of the RFP) must be tabbed with the index number.

In several sections in Part B, the Offeror is asked to supply hard copies of a variety of information in attached Appendices. These Appendices will only need to be included in the three-ring binder containing the original copy of the proposal.

The Offer and Acceptance page is included in Part B; an original copy must be completed and signed by a person authorized to submit an offer.

The RFP has content in Microsoft Word format. The format in the Offeror's response should be the same as that of the content file. The font for the responses should be Arial size 10. Please insert an updated table of contents onto the content file at the beginning of the proposal. Also please insert footers at the bottom of each page with the company name and the page number. Offerors may design the cover page with their corporate letterhead. The Offer and Acceptance form should also be included at the end of the original copy.

If the Offeror adds any additional information it may be included in **Section 6** of Part B. Product brochures, etc. can be included in an appendix.

The completed vendor-supplied content must be submitted on a CD-ROM or jump drive along with the hard copies to complete the proposal.

2.4 DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2.5 Pre-Proposal Conference

If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

2.6 Inquiries

Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

2.7 Amendment Of Request For Proposal

The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

2.8. Familiarization Of Scope Of Work

Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

2.9 Payment Discounts

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

2.10 Taxes

The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

2.11 Exceptions To Contract Provisions

A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Other than as defined in the Part B for functional specifications, Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. For every exception taken, the Offeror shall propose substitute language. If no exceptions are presented in the Offeror's proposal, the City will assume complete conformance of all terms/conditions and the successful Offeror will be required to perform accordingly.

If the Offeror takes exception to any requirement or requested information, that information must be recorded in a separately labeled List of Exceptions, to be included with Part B as an appendix. Each Exception (if any) must reference the original RFP requirement or section from the solicitation.

If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

2.12 Public Record

All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

2.13 Confidential Information

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection

2.14 Certification

By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- C. The Offeror 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, meal or service to a public servant in connection with the submitted offer.
- D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

2.15 Where To Submit Proposals

In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

2.16 Late Proposals

Late proposals will be rejected.

2.17 Offer And Acceptance Period

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

2.18 Withdrawal Of Proposal

At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

2.19 Discussions

The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

2.20 Contract Negotiations

Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

2.21 Vendor Application

Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

2.22 City of Tucson Business License

It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

2.23 Upon Notice Of Intent To Award

The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

2.24 Award Of Contract

Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

- (1) waive any immaterial defect or informality; or
- (2) reject any or all proposals, or portions thereof; or
- (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

2.25 Proposal Results

The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

2.26 Protests

A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

3. Terms and Conditions

3.1 Special Terms and Conditions

3.1.1 FOB Destination Freight Prepaid

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

3.1.2 Insurance

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Project	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*¹	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
IV. Professional Liability – Technology Errors & Omissions - In addition to I, II, III	

<p>Each Claim Annual Aggregate</p> <p>Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.</p>	<p>\$1,000,000 \$2,000,000</p>
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V. Network Security (Cyber) and Privacy Liability – In addition to I, II, and III	
<p>Each Claim Annual Aggregate</p> <p>Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include loss of use, breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.</p> <p>In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.</p>	<p>\$1,000,000 \$2,000,000</p>

*¹ Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

- D. ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:
1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
 2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- E. NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.
- F. ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- H. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

3.1.3 Ownership of Data

Offeror acknowledges that all data related to this application and/or project either as provided initially by the City; in subsequent data transmittals from the City, or its designated transfers; or as keyed, delivered or otherwise created in the system, is the sole and exclusive property of the City. The Offeror makes no claim on the data.

In the event that any City data is transmitted to the Offeror's systems or location, the Offeror agrees to securely maintain the data, in such manner as is defined within this agreement; to freely release all data at the end of the agreement for any reason; and to permanently remove all data from their systems once the City has issued a written receipt for the data's return. The Contractor will make copies of all of the City's data within ten (10) days of receipt of the City's written request for such data. The data is to be delivered via electronic media, in a format mutually agreed upon by the City and the Contractor. Proof of receipt of a request is constituted by the delivery acknowledgment provided by third party package handlers or by the US Postal Service. The City agrees to bear reasonable costs for extracting the data, not to exceed \$1,000 dollars.

If the Contractor fails to deliver the data within ten (10) days of receipt of a request; or upon termination of the contract; or if the Contractor fails to either securely maintain all data files while they are maintaining them or to completely erase all the data from their possession after the data has been returned to the City upon termination of this agreement; then the Contractor shall be liable for all costs, fees and damages incurred by the City as a result of the Contractor's actions.

3.1.4 Right of Termination for Change in Ownership or Material Restructure of the Contractor

In addition to Section 3.2.39, Termination of Contract, in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract with 60 days written notice, in the event of the completion of any material change of ownership in the Contractor's company, including its sale, merger, separation, consolidation or dissolution.

3.1.5 Software Source Code - Escrow

The selected Contractor, or other sub-contractor/owner of source code, must place the system source code in an escrow account and give the City permission, in the event of the termination of the company or its notification of abandonment of that line of business, to withdraw the source code, maintain it and make modifications as necessary to ensure a viable software application continues. The selected Offeror/owner must also grant the City the right to audit the escrow account to insure the most current source code version is being held.

If the source code is not included in the purchase price, Offerors may be required in the negotiation process to submit a proposed Source Code Escrow Agreement. Terms must include the following:

1. Licensor must pay all escrow-related fees.
2. The agreement must be a three-party agreement, one in which the City of Tucson signs.
3. Deposited materials must minimally include the source code, compilers, programmer notes, flow charts, utility programs, database schema, field definition, metadata and documentation.

4. The Agreement must require that re-deposits of upgrades, updates, and/or new releases be made within 30 days, with written notice given to Licensee.
5. The City of Tucson must have verification rights.
6. The governing law must be the State of Arizona.
7. The City of Tucson must have the right to request the release of documents upon the following conditions: Contractor fails to carry out obligations imposed in the Software License Agreement; Contractor fails to support/maintain the system; Contractor fails to continue to do business in the ordinary course; Contractor experiences a material change of ownership; Contractor files bankruptcy.
8. Disputes must be resolved by binding arbitration before one (1) arbitrator, pursuant to the rules of the American Arbitration Association. The arbitrator must be familiar with the computer software industry. Judgment upon any award of the arbitrator may be entered into any court having competent jurisdiction thereof. The costs of any and all arbitrators shall be shared equally by the parties to the arbitration. Arbitration shall take place in Tucson, Arizona.
9. The escrow agent/agency must verify that they have received the data. The agent/agency is under no obligation to verify the data for completeness, accuracy, or functionality. If the City chooses to verify (i.e., test and operate) the data for functionality, the City retains the right to enter into such agreement at the City's expense.

3.1.6 Subcontractors

No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used. Part B contains a provision for noting subcontractors.

3.1.7 Term and Renewals

The term of the Contract shall commence upon award and shall remain in effect for a period of five (5) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for five (5) additional one-year periods or portions thereof for annual maintenance and professional consulting services. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

3.1.8 Living Wage Requirement

Chapter 28, Article XIV of the Tucson Procurement Code requires that a living wage be paid to certain employees of Contractors and their applicable subcontractors who are performing services for the City of Tucson. This solicitation, and the resulting Contract, is subject to the referenced Article. By signing the Offer and Acceptance page, Bidder/Offeror agrees to comply with the requirements of the Article.

In accordance with Sec. 28-155 of the Tucson Procurement Code, an eligible employee is defined as an employee of the Contractor or their subcontractor who:

- (a) is not a person who provides volunteer services that are uncompensated except for reimbursement of expenses such as meals, parking or transportation;
- (b) expends chargeable time providing services to the City and on City property;
- (c) Is at least sixteen (16) years of age.

Eligible employees shall be paid no less than the living wage for the time they spend providing services to the City on City property. In accordance with Sec. 28-157 of the Tucson Procurement Code, the living wage is as follows:

- If health benefits are offered, and if the Contractor pays no less than fifty (50) percent of the eligible employee's health benefits premium, a wage of no less than \$10.39 per hour; or
- If no health benefits are offered, or if the Contractor pays less than fifty (50) percent of the eligible employee's health benefits premium, a wage of no less than \$11.62 per hour.

Proof of compliance with this policy shall be provided by the successful Bidder/Offeror upon notification by the City of its intent to award a Contract.

Notwithstanding the Severability clause under the Standard Terms and Conditions section of this document, if the provisions of this clause become unenforceable for any reason, the City reserves the right to terminate this Contract without penalty or liability. In the event the City negotiates an adjustment to the terms, conditions, or price acceptable to the parties, then this Contract shall continue until expiration.

In accordance with Sec. 28-158 of the Tucson Procurement Code, the following shall apply to compliance with wage requirement:

The City's Director of Procurement shall monitor compliance, including the investigation of claimed violations, and may promulgate administrative rules and regulations to implement and enforce this Article. In the event of any violation of the provisions set forth in this Article, the responsible Contractor and any applicable subcontractors shall be liable for the unpaid wages and shall pay the eligible employee any amounts underpaid. The City's Director of Procurement is additionally authorized to take any one or more of the following remedies in the event of a written determination of noncompliance:

- (a) Liquidated damages paid to the City in the amount of \$50.00 for each incidence of non-compliance for each day of non-compliance and/or each day it continues;
- (b) Suspension of further payments under the Contract until the violation has ceased;
- (c) Suspend and/or terminate the Contract for cause; and/or
- (d) Debar or suspend the Contractor or subcontractor from future City contracts pursuant to Tucson Procurement Code, Chapter 28, Article IX.

Protests or appeals of the Director's remedies for non-compliance shall be in accordance with Article IX.

In accordance with Sec. 28-159 of the Tucson Procurement Code, the following shall apply to records:

- (a) The Contractor and any applicable subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the City's Director of Procurement, and shall permit such representatives to interview employees during working hours on the job. If the Contractor and any applicable subcontractor fails to submit the required records or make them available, the Director may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Article IX.
- (b) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all eligible employees. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

All inquiries regarding the Living Wage program may be directed to the Contract Officer responsible for this solicitation.

**CITY OF TUCSON
CERTIFICATION OF LIVING WAGE PAYMENTS**

(This form must be completed by the Contractor and each applicable subcontractor.)

Contract Number: _____

Contractor or Sub Name: _____

(Please Check Only One of the Following Two Options)

_____ I do hereby agree to pay all eligible employees working on the above-referenced contract a minimum of \$10.39 per hour and provide health benefits. I also agree to pay at least 50% of the eligible employees' health benefits premium. Our firm's health insurance provider(s) are listed below:

Name of Health Insurance Company: _____

Address: _____

Telephone: _____

Fax Number: _____

Plan or Program Number: _____

Monthly premium paid by employer: _____ Monthly premium paid by employee _____

Name of Health Insurance Company: _____

Address: _____

Telephone: _____

Fax Number: _____

Plan or Program Number: _____

Monthly premium paid by employer: _____ Monthly premium paid by employee _____

_____ I do hereby agree to pay all eligible employees working on the above-referenced contract a minimum of \$11.62 per hour. I **do not** offer health benefits to eligible employees working on this contract and/or I **do not** pay at least 50% of the eligible employees' health benefits premium.

(Contractor /Sub-Contractor Name)

by _____
(Signature)

(Date)

(Title)

3.1.9 Cooperative Purchasing: Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement or registered with National IPA are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

3.2 Standard Terms and Conditions

- 3.2.1. ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
- 3.2.2. AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
- 3.2.3. AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
- 3.2.4. APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
- 3.2.5. ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
- 3.2.6. CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
- 3.2.7. CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

- 3.2.8. COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
- 3.2.9. CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. 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 the Contract, unless otherwise agreed to in writing by the City.
- 3.2.10. CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
- A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

- 3.2.11. CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 3.2.12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 3.2.13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 3.2.14. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 3.2.15. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor

shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

3.2.16. FORCE MAJEURE: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

3.2.17. GRATUITIES: The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

3.2.18. HUMAN RELATIONS: Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

3.2.19. INDEMNIFICATION To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to

or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

3.2.20. INDEPENDENT CONTRACTOR: It is understood that each party shall 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 party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

3.2.21. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

3.2.22. INTERPRETATION-PAROLE EVIDENCE: This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

3.2.23. LICENSES: 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 as applicable to this Contract.

3.2.24. LIENS: All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

3.2.25. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

3.2.26. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

3.2.27. OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

3.2.28. PAYMENT: The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 3.2.29. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 3.2.30. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall 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 Contract shall be amended to make such insertion or correction.
- 3.2.31. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 3.2.32. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 3.2.33. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 3.2.34. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 3.2.35. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 3.2.36. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 3.2.37. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are

applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

3.2.38. SUBSEQUENT EMPLOYMENT: The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

3.2.39. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

3.2.40. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

3.2.41. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PART B: REQUIREMENTS

The requirements listed below are placed in the order in which your proposal should be organized. Please insert answers and comments into this document – an electronic copy is on the web site. Relative order of importance for the evaluation criteria can be found in section 2.2 of Part A

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1. Introduction

[Offeror's Introduction goes here]

2. Qualifications and Experience

Please provide the following information as the presenter of this proposal. Also, provide the same information for each business entity, other than the presenter, which serves as a primary developer/provider of the products, product implementation, and support services represented with this proposal.

2.1 Company Data

1. Name, corporate address, and number of years in business under current company organization.
2. Type and number of employees committed to the product and support being proposed.
3. Audited financial statements for the three most recently reported years (to be included in original copy, Appendix section).
4. Business and development plans for all product and support services proposed in connection with this submission (to be included in original copy, Appendix section).

2.2 Product Data

1. What is the name and current version of the product(s) being proposed?
2. How long has each product component/product suite being proposed been on the market and in production status at an organization of our size and/or line of business?

Product Component/Suite	Time on Market	Release date of most current version

3. Briefly list a three year history of software releases for the product being proposed (include dates, versions, and major enhancements for each release).

Product/Version	Date	Major Enhancements

4. What are your plans for future upgrades/releases?
5. With what government standards/regulatory bodies do you comply as they relate to your product or services?
6. Indicate the number of auctions posted on the proposed website in the last two years. Provide a random sample of auctions that opened and closed within the last two years.
7. How many auctions did bidders default on over the last two years? What site restrictions are in place for defaults? Are defaults set system-wide or by City only?
8. Indicate how many bidders participated in each of the auctions, stated above, over the last two years. Distinguish between those bidders who reside in Tucson, in Arizona, out of Arizona and out of the Country (if possible).

9. Provide your terms and conditions to register as a bidder for online auctions

2.3 Reference Information

1. How many governmental entities are currently using the product being proposed?
2. Please provide a list of all government (or comparable) installations, within the last three years, in metro areas over 250,000 in population, with contact names, positions, e-mail addresses, and telephone numbers. If there are any governments that do not want to be a reference site, please so indicate. The City will select at least two references from this list to contact.
3. Provide current Client List for clients that have utilized your online auction program for a minimum of twenty (20) auctions.
4. What is the average size of governments (population/employees) where the product being proposed is installed?
5. What is your customer retention rate (%)? Define measurements used to calculate.

3. Application Requirements

This section includes the specific evaluation criteria that the City will consider in the evaluation of proposals received. Offerors shall respond to all requirements in the order in which they are presented. Response to requirements in each section will be requested in two formats: 1) a written, narrative response (one to two paragraphs) to questions/requests, with each answer to be inserted immediately after the corresponding question, and 2) a single letter response to an "Ability to/provision for" phrases. These appropriate single letter responses are: Y (Yes), N (No), M (Modification), F (Future) or T (Tool). The explanation of these response letters is:

- Y Yes** - the product has this ability in the current version.
- N No** - the product does not have this ability in the current version.(explain)
- M Modification** - The Offeror will make a modification (as opposed to a configuration) to current version capabilities to specifically address this requirement (explain)
- F Future** - there are explicit, documented plans to include this ability in future versions.
- T Tool** - there is a third party tool supplied with the product and/or database that can provide this ability in the current version. Describe the specific tool(s) required.

3.1 General Requirements

Response to requirements are requested in two formats: 1) a written response to a question/request if present, and 2) a single letter response of Y, N, M, F, or T to the "ability to/provision for" phrases.

1. What process is in place to ensure that regulatory changes from federal, state and local government agencies and other regulatory organizations are addressed and distributed in software revisions as soon as possible?
2. Describe in terms of the overall system design the aspects of control and auditing embedded in your product/system.
3. Indicate if your software solution includes, or could potentially include, a module with any GIS considerations, such as a map interface and the use of spatial data. If so, describe the design.

4. All interfaces to the City network must be optical or TCPIP. Does your product comply with this requirement?

Additional product information such as product literature, brochures, web-site addresses, CD-ROM disks, user manuals, or system administrator manuals are be included in an Appendix.

3.1.1 Conformability

- ___ 1. Ability for the City to create and define data fields to accommodate legal requirements or regulatory changes.
- ___ 2. Ability to incorporate regulatory agency definition and rule changes in a highly responsive, non-intrusive and timely update process.

3.1.2 Extensibility and Configuration

- ___ 1. Ability to easily make changes using parameter tables without modifications to the source code.
- ___ 2. Ability to allow for configuration to business rules, work flow, and user interfacing through the use of tables, templates, definition files, lists, parameter files, or other extensible data structures.
- ___ 3. Ability to retain configuration performed using extensible provisions whenever new versions of the application software are installed.
- ___ 4. Ability to control and configure system applications through user-definable and user-maintainable tables of codes.
- ___ 5. Ability to ensure through version tracking and control that modules remain compatible as selected modules are upgraded.

3.1.3 Consistency and Commonality

- ___ 1. Provision for consistent tools for configuration in all components.
- ___ 2. Ability to easily define business rules that are shared throughout the application.
- ___ 3. Ability for users to view consistent names, titles, and layouts on screens and reports.
- ___ 4. Provision for all components to use consistent navigation features.
- ___ 5. Provisions for screens and reports with similar organization in presentation of the data.

3.1.4 Reporting

1. Include in the Appendix section a list of all standard reports, with select examples of reports.
2. Describe whether reporting is performed against a data warehouse or data mart, versus against a live or in-production table.
3. Describe the report writers and reporting methods that are available for the proposed product(s).
 - ____ 1. Ability to produce comprehensive management reporting for all areas within the organizational process
 - ____ 2. Ability to produce both standard and ad hoc reports.
 - ____ 3. Ability to design and implement both on-line ad hoc queries and batch reporting programs as required by user.
 - ____ 4. Ability for report generator to allow user to select data, choose fields, and create calculated fields.
 - ____ 5. Ability to reconcile reports from different components in the system.
 - ____ 6. Ability to extract data to another tool, such as EXCEL or a report writer.

3.1.5 Documentation

- ____ 1. Provision for web-based online documentation
- ____ 2. Provision for well-written, comprehensive, and detailed documentation that serves as a complete technical and user reference library of the application.

3.1.6 Portal Capability

Does your product have an umbrella portal entrance into the various modules? If Yes, please describe, and respond to the following "ability to provide" points. If No, please so state, and place an X next to the entries in the table.

- ____ 1. Ability to provide single sign-on to the total system, and all its component parts based on person's role
- ____ 2. Ability to customize which objects are displayed on the portal entry
- ____ 3. Ability to add other applications to this portal

3.2 Functional and Technical Requirements

Responses to requirements are requested in two formats: 1) a written response to a question/request if present, and 2) a single letter response of **Y, N, M, F,** or **T** to the “ability to/provision for” phrases. Complete and submit **Attachment B – Online Auction Services Function and Technical Requirements**

3.2.1 Obsolescence Prevention Strategy

1. Describe the provisions of your strategy for implementing new technologies that will prevent current applications and functionality from becoming obsolete or orphaned?

3.2.2 System and Application Architecture

1. Describe your system architecture model and explain the capabilities and features of this model.
2. Describe your approach to ensure scalability of the product and obsolescence prevention. This includes transaction growth, upgrades and replacements of components of the architecture, technology, and application.
3. What is the source language(s) of the product?
4. Is the source code available and, if so, under what conditions/terms?
5. Describe your ability to retain all user-made changes to business rules, standard screens and standard reports when new releases of base software are installed.

3.2.3 Infrastructure

1. List all hardware/operating system platforms upon which your product is supported. Provide specifications in terms of processors, processor speed, memory requirements, and other sizing and capacity factors to assist the City in budgeting for and acquiring hardware. List which industry standard benchmarks or guidelines measures are you using to establish this recommendation.

Hardware	Operating System	Production Status (Y/N)

2. Describe what virtual server environments your application can be used on.

Environment vendor	Supported versions	Production or test

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3. List all desktop operating systems that you simultaneously support on a single installation/version of the application. Indicate hardware/operating system platform if that is a consideration for support. .

Hardware/Operating System Platform	Clients Supported

4. List all browsers that are certified for use with your application, and describe any required browser add-ons, function enablement, etc.

Browsers Supported (include versions)	Add-ons and enabled functionality

3.2.4 Database

1. What technology does your relational database management system (RDMS) use to ensure integrity and completion of all transactions?

2. List all hardware/operating system platforms upon which your product’s database(s) is/are supported. Indicate whether each configuration is actually in production at an institution relatively our size.

Database Name and Version(s)	Hardware Platforms	Operating System(s)	Production Status (Y/N)

- ___ 1. Ability to recover the database or a subset to a specific point in time.
- ___ 2. Ability to purge and archive unneeded data.
- ___ 3. Ability to distribute the application among multiple servers.
- ___ 4. Ability to authorize user accounts/ids, passwords, and access rights from a single and central point of control.
- ___ 5. Ability to attribute each transaction to a specific user.
- ___ 6. Provision for reliable and secure method for user authentication that conforms to standard such as Kerberos, biometric ID, etc.
- ___ 7. Provision for encryption capability option that prevents unauthorized access to data.
- ___ 8. Ability to backup and restore the entire database and subsets of the database while users are accessing the system.

3.2.5 Business Continuity

1. Describe the licensing requirements for redundant sites beyond the main site?
2. Identify the features of your product that support ease of movement to an alternative site for disaster recovery.
3. Describe additional services that you offer to support and assist the City to restore functionality and capacity if an incident exceeds the City's capability to respond.

3.2.6 User Interface

- _____ 1. Ability to customize individual user menus to only show the options which a user has the security to access.
- _____ 2. Ability for non-technical users to create ad hoc queries to extract data from all functional areas of the system at the same time (i.e, menu or drop down selection querying, etc.).

3.2.7 System Management

1. Considering our transaction volumes, what hardware capacity recommendations can you make for the platforms you support that gives a user a one-second response for the simplest action of a single record retrieval?
2. How does the solution being proposed provide the capability to run in a state of "graceful degradation" during a partial disaster where less than all hardware components are running?
 - _____ 1. Ability to recover the database or a subset to a specific point in time.
 - _____ 2. Ability to back-up and restore the entire database and subsets of the database while users are accessing the system.
 - _____ 3. Ability to access all components of the job scheduling system, and manage all jobs from a single location in addition to control from the originating module.
 - _____ 4. Provision for one-job scheduling mechanism to be used and shared by all jobs from all modules.
 - _____ 5. Ability to run batch jobs while users are accessing the application.
 - _____ 6. Ability to record and track on-line versions between modules.
 - _____ 7. Ability to support automated on-line distribution of all files and software releases to all clients and servers from a designated server.
 - _____ 8. Ability to distribute the database among multiple servers.
 - _____ 9. Ability to monitor and tune the application to enhance response time and other performance metrics.
 - _____ 10. Ability to provide a suite of tools to monitor and control all production processes.

- _____ 11. Provision for error logs and messages to assess performance related events.
- _____ 12. Ability to authorize user accounts/ids, passwords, and access rights from a single and central point of control.
- _____ 13. Ability to delegate authorization of access to modules of the application to departments responsible for that level of authorization.
- _____ 14. Ability to attribute each transaction to a specific user.
- _____ 15. Provision for optional time-out and auto logout of an inactive application session.

3.2.8 Interfaces

List which standard data interface formats and methods you natively support (XML, CSV, EDI, etc.).

4. Support and Services

4.1 Training

1. What provision do you have for providing primary training for the proposed system? Training shall be adequate to the needs of the typical systems user and administrator including both functional training and technical staff support and operational training.
2. What provision do you make for training system end users to address issues that will be encountered during day-to-day use? Be sure to include training on all system functionality, including screen and report use, as well as ad hoc report creation and use.
3. What provision do you make for Administrator training to address issues involved with the administration of the system?
4. What provision do you have to provide technical training to City IT staff, as necessary? Describe how you will address training on the responsibilities related to system operation and management, security, problem identification and problem resolution.
5. Do you have the ability to provide web-based training?

4.2 Implementation

1. Describe your implementation methodology and proposed implementation schedule. Attach a high-level project schedule, with milestones from each implementation phase.
2. State the assumptions implicit in your implementation timetable (City resources, your resources, third parties, etc.) and detail the effect(s) of those assumptions not being met.

- Describe your approach to project communication, including the strategy, the calendar and responsible parties.

4.2.1 Vendor Hosted Implementation

- List—in recommended order of implementation—the proposed solution’s modules, their average or typical implementation time, the suggested number of vendor on-site consultants, suggested number of customer staff, and the module’s dependency upon other modules or activity. Immediately following the table, include any assumptions upon which your suggestions are based.

Description of Implementation by Module	Avg. Time	#Vendor Staff	# City User Staff	# City Tech Staff	Dependency

4.2.2.1 Vendor Hosting

- Describe the physical and electronic security of the hosting data center, including security provisions for staff, as well as facilities.
- Describe the mechanisms used to ensure protection of City data, passwords, etc.
- Briefly describe your overall backup and recovery strategy and disaster recovery or business resumption strategy.

Use ability to/Provision for Codes

- Ability to provide all City data in easily usable electronic form at regular intervals.
- Ability to develop interfaces between other City applications and this hosted product to allow bidirectional data flow.
- Provision of software/hardware environment that yields 99.9% uptime, exclusive of planned maintenance windows.
- Provision of notification to City for downtime in advance if planned and immediately if unplanned.
- Provision of secure network connection between City users and host site via industry standard techniques.
- Ability to restore entire environment within contracted durations.
- Ability for users to schedule and submit jobs.
- Ability to provide redundancy in network and hardware environments.

- _____ 9. Ability for users to run reports during all hours except for specified maintenance windows of no greater than two hours per day.
- _____ 10. Provision of security so that the City's data is available only to authorized users.
- _____ 11. Ability to accommodate growth in City's requirements.
- _____ 12. Provision of notification and appropriate City testing of software updates and security patches.
- _____ 13. Provision for encryption capability option that prevents unauthorized access to data.

4.3 Application Support

1. The City requires that the production environment for this application cannot be unavailable for longer than one hour during normal business hours (see number 3, below). Describe the provision you make to provide this support level of system availability.
2. In the event of an extended service outage, describe what provisions you make to compensate the City for direct costs incurred to compensate for the outage.
3. The City requires a system availability of least 99.9% based on twenty-four (24) hours per day, seven (7) business days. Describe what methods you use to support the system remotely (e.g. VPN, etc.).
- 4.

Description of Support Services	Rate	Base Cost or Optional

5. Describe the terms and conditions of your technical support service contract.
6. List the locations of the nearest support offices in the Mountain and Pacific Time zones and the number of support people at each location.
7. List the levels of technical support, times of the day each level is available, and method of contact.
8. Describe your problem management and escalation procedures. Include information about logging and tracking calls, mean response time, and acknowledgment and confirmation to the customer.
9. Is there a toll-free telephone number for clients to call with questions or concerns about ongoing service and support? What times are available for its use?
10. Is there a dedicated account representative for each agency?

4.4 Key Personnel

1. Describe the provisions that you will make to staff the project with adequate experienced personnel, capable of the successful accomplishment of work to be performed under this Contract.

2. Describe your ability to maintain key project personnel in place for the duration of the project.
3. In the event that key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, what provisions do you have to notify the City and, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications?
4. Provide resumes and information on key personnel, including an account manager. Will Offeror commit to the availability of these individuals for work under this contract?

4.5 Other Services

1. Describe your ability to actively market auctions to prospective bidders in order to expand the Contractor's bidders list.
2. Describe your ability to work directly with the City on marketing of new functionality or services to cooperative agencies utilizing the City's contract.
3. Describe your ability to provide resources to ensure that the City and its current cooperative agencies are transitioned in the most efficient and least disruptive manner
4. Describe your ability to provide a report, on a quarterly basis, that identifies all cooperative agencies that are utilizing the City of Tucson contract. The report shall clearly identify new agency users and their respective "go-live" dates.

4.6 Deliverables and Acceptance

Please indicate your agreement to the Acceptance and Deliverables criteria below:

	<u>Deliverable</u>	<u>Acceptance Criteria</u>
	<u>Installation</u> Successful installation of the system on a City or Vendor server(s).	An installation will be deemed successful if City staff can access the system to conduct configuration activities and can execute a full range of transactions using sample data.
	<u>Training Plan</u> Formal training plan and training services and materials.	Successful execution of training plan. Delivery of the training services and materials as determined in the proposal and contract.
	<u>System Documentation</u> Develop a complete and comprehensive set of system documentation (City- hosted) that reflects all components of the software solution, including enhancements.	Functional documentation shall be complete and accepted by the City on or before initial implementation and provided to the City in a printable, electronic format. City shall have the ability to print the documents from the electronic document source files and/or directly from the vendor's system.

	<p><u>User Documentation</u> Develop complete and comprehensive user documentation that reflects all components of the software solution, including enhancements and Help guides.</p>	<p>User documentation shall be complete and accepted by the City on or before initial implementation and provided to the City in a printable, electronic format. City shall have the ability to print the documents from the electronic document source files and / or directly from the vendor's system.</p>
	<p><u>Software and Hardware (if applicable) Support</u> Software and hardware support for a specified warranty period and proposed terms and conditions for the first five years of annual software and hardware support.</p>	<p>Vendor to resolve all issues surfaced during the warranty period to the City's satisfaction. City to review and accept terms and conditions for annual support.</p>
	<p><u>Data Conversion</u> The plan shall include what provision you make testing data conversion and how the customer will be presented with an acceptance of the conversion.</p>	<p>Customer acceptance of the conversion.</p>
	<p><u>Test Plan</u> Testing shall be completed by the City test team and Vendor. The test plan shall specify how performance testing will be done from a business perspective and the technical perspective. Test objectives shall be agreed to and are to include test scenarios.</p>	<p>Tested components in City production environment shall be functional as intended and performance tested.</p>
	<p><u>Test Acceptance</u> The City requires a minimum and error-free acceptance test period of 30 calendar days, followed by a test reliability period of 60 calendar days to complete final acceptance testing.</p>	<p>The City shall perform its own tests in the City test and production environments to verify all test results. If major defects or numerous minor defects are found during the City's acceptance testing, these tests shall be terminated and the Vendor shall resolve the outstanding issues. Once all issues have been addressed, the Vendor shall recommence the acceptance test process from the beginning.</p>

1. Include any provision you make for testing to be extended in the event that all high-severity errors are not corrected in the test window.
2. Describe your provision to defer the start of warranty until after final acceptance of the system by the City. Include the process by which final acceptance will be made.

4.7 National Program

1. Include a detailed response to Attachment B, Exhibit A, National IPA Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
2. The successful offeror will be required to sign Attachment B, Exhibit B, National IPA Administration Agreement. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.

5. Fees – Vendor Hosted

1. Fees

At a minimum, the Contractor shall offer a fee structure wherein the Contractor's fee is a percentage based on the actual amount for which an auctioned item is sold (excluding sales tax). The Contractor will be responsible for the payment of all Contractor costs associated with the auction from fees the Contractor charges and receives from the City. An itemized expense schedule and fee report shall be prepared for each auction. The Contractor will only be paid its auction fee on items that have sold and have been paid. The Contractor can propose other fee structures in addition to the scenario stated above.

Option for a City pays or Buyer pays auction fees arrangement or a combination of the two.

 - a. Present all fees and any costs related to the program (including training, implementation, etc.) that will be charged or withheld from the City and cooperative agencies.
 - b. Discuss how fees are collected from a City pay and a Buyer pay perspective.
 - c. Describe options available for collecting payment from bidders (e.g. agency collect, Contractor collect etc).
 - d. What payment options does the Offeror accept from bidders and the City (cash, check, credit card)?
 - e. Will payment be accepted via commercial credit card? Yes No
 1. If yes, can commercial payment(s) be made online? Yes No
 2. Will a third party be processing the commercial credit card payment(s)?
 Yes No
 3. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
 4. If "no" to above, will consideration be given to accept the card?
 Yes No
2. Sales Tax
 - a. Indicate how sales tax / use tax would be tracked and paid.
 - b. Identify what jurisdiction(s) would be the recipient of sales tax revenue.
3. Revenue Share
 - a. Discuss possible revenue share arrangements.

- b. Identify if the City as the lead agency will receive revenue share based on the City's auctions and/or revenue share based on the auctions that other cooperative agencies post.
 - c. Offerors should state proposed percentages, how revenue share will be calculated and how and when they will be paid to the City.
4. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.
 5. Does your firm have a City of Tucson Business License? _____Yes _____No
If yes, please provide a copy of your City of Tucson Business license.

5.1 Warranty & Maintenance

1. What level of customer technical support services and response times are provided as part of the product's basic license fees, and what additional cost services or extended warranties are available?
2. Are all enhancements and upgrades of licensed software delivered as part of the client's annual maintenance contract? If not, explain what costs, including consulting costs, might be required. List the typical frequency of major upgrades, minor releases and bug fixes, and state whether upgrades are cumulative.
3. Describe any discount schedules or special entitlements for the maintenance agreement.
4. Attach terms and conditions for warranty in an appendix.

6. Additional Information

If there are any additional points you would like to make regarding your product that you feel have not been adequately covered by the preceding sections, please describe.

7. Appendices

This section is provided to insert hard copy information and materials that are requested in several sections of the proposal response. Include your materials under the following headings.

7.1.1 Vendor Qualifications

7.1.2 Company Organization and Segmentation

7.1.3 Reserved

7.1.4 Business and Development Plans

7.1.5 Financial Rating Reports

7.2 List of Standard Reports and Examples of Key Reports

7.3 List of Exceptions

7.4 Copy of RFP and Amendments

7.5 Product Literature

8. OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form this ____ day of _____, 2016.

Awarded this ____ day of _____, 2016.

As Tucson City Attorney and not personally

Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Director of Procurement and not personally