

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 140922

MATERIAL OR SERVICE: ON-STREET PARKING METERS AND PARKING CITATION SYSTEM

PROPOSAL DUE DATE: November 1, 2013, 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: October 21, 2013
TIME: 1:30 PM – 3:00 PM
LOCATION: ParkWise Conference Room,
Pennington Street Garage, 110 E. Pennington Street,
Tucson, AZ 85701

CONTRACT OFFICER: Nathan Daou
TELEPHONE NUMBER: (520) 837-4136
Nathan.Daou@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may be obtained from our Internet site at: www.tucsonaz.gov/procure by selecting the Bid Opportunities link and the associated solicitation number.

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****

The City of Tucson is in the process of implementing additional security procedures in City Hall. Effective June 3, 2013, all visitors will be required to enter only through the north side doors facing Alameda Street. When attending a meeting or delivering a solicitation response to City Hall, please allow ample time to go through the security screening process.

Visitors will be required to do the following:

- Pass through metal detectors / security wands;
- Purses and bags will be searched by security personnel;
- Obtain a visitor's pass.

The Tucson Modern Streetcar project construction continues in downtown Tucson. Downtown streets will be affected until further notice. Please plan your route accordingly. For further information, please visit the Tucson Modern Streetcar website at <http://www.tucsonstreetcar.com/> or call 520-624-5656.

ND:sb

PUBLISH DATE: October 4, 2013

PART A: INTRODUCTION, INSTRUCTIONS AND TERMS & CONDITIONS

Table of Contents

1.	INTRODUCTION	4
1.1	Meters.....	4
1.2	Citation Issuance System.....	4
1.3	National Contract.....	5
1.4	Tentative Schedule of Events.....	6
2.	INSTRUCTIONS TO OFFERORS	6
2.1	Preparation of Proposal.....	6
2.2	Proposal Evaluation Criteria	6
2.3	Proposal Format	8
2.4	Definition Of Key Words Used In The Solicitation.....	9
2.5	Pre-Proposal Conference.....	10
2.6	Inquiries	10
2.7	Amendment Of Request For Proposal	10
2.8	Familiarization Of Scope Of Work	10
2.9	Payment Discounts.....	11
2.10	Taxes	11
2.11	Exceptions To Contract Provisions.....	11
2.12	Public Record.....	11
2.13	Confidential Information	11
2.14	Certification	11
2.15	Where To Submit Proposals.....	12
2.16	Late Proposals	12
2.17	Offer And Acceptance Period	12
2.18	Withdrawal Of Proposal	12
2.19	Discussions.....	12
2.20	Contract Negotiations	12
2.21	Vendor Application.....	12
2.22	City of Tucson Business License.....	12
2.23	Upon Notice Of Intent To Award.....	12
2.24	Award Of Contract	13
2.25	Proposal Results.....	13
2.26	Protests	13
3.	TERMS AND CONDITIONS	13
3.1	Special Terms and Conditions	13
3.1.1	Cooperative Purchasing.....	13
3.1.2	FOB Destination Freight Prepaid	13
3.1.3	Insurance.....	14
3.1.4	Ownership of Data	14
3.1.5	Right of Termination for Change in Ownership or Material Restructure of the Contractor.....	15
3.1.6	Software Source Code - Escrow	15
3.1.7	Subcontractors	15
3.1.8	Term and Renewal.....	16
3.1.9	Price Adjustment.....	16
3.2	Standard Terms and Conditions.....	16
3.2.1	Advertising.....	16
3.2.2	Affirmative Action	16
3.2.3	Americans with Disabilities Act	16
3.2.4	Applicable Law	16
3.2.5	Assignment-Delegation	16

3.2.6 Child/Sweat Free Policy 16

3.2.7 Clean Up 16

3.2.8 Commencement of Work 17

3.2.9 Compliance with the Law 17

3.2.10 Confidentiality of Records 17

3.2.11 Contract Amendments 17

3.2.12 Contract 17

3.2.13 Default in One Installment to Constitute Total Breach 17

3.2.14 Duplexed/Recycled Paper 17

3.2.15 Exclusive Possession 18

3.2.16 Force Majeure 18

3.2.17 Gratuities 18

3.2.18 Human Relations 18

3.2.19 Indemnification 18

3.2.20 Independent Contractor 18

3.2.21 Inspection and Acceptance 19

3.2.22 Interruption-Parole Evidence 19

3.2.23 Licenses 19

3.2.24 Liens 19

3.2.25 No Replacement of Defective Tender 19

3.2.26 Non-Exclusive Contract 19

3.2.27 Overcharges by Antitrust Violations 19

3.2.28 Method of Payment 19

3.2.29 Protection of Government Property 20

3.2.30 Provisions Required by Law 20

3.2.31 Records 20

3.2.32 Right to Assurance 20

3.2.33 Right to Inspect 20

3.2.34 Rights and Remedies 20

3.2.35 Severability 20

3.2.36 Shipment Under Reservation Prohibited 21

3.2.37 Subcontracts 21

3.2.38 Subsequent Employment 21

3.2.39 Termination of Contract 21

3.2.40 Title and Risk of Loss 22

3.2.41 Warranties 22

1. Introduction

The City of Tucson is requesting proposals to replace its existing parking meters and citation issuance system for the City's ParkWise Program.

1.1 Meters

The City is seeking to replace its existing single space meters with a combination of multi-space meters (MSM) and single space meters (SSM) that accept various forms of payment (cash, coins, credit/debit cards, smart cards) and to install a central management system. The single space meters must retrofit existing parking meter housings in the core of Tucson's downtown, university, and 4th avenue parking areas.

Both SSM and MSM must be compatible with pay-by-cell phone technologies. Wireless communications technology that allows remote communication with the parking meters is required. All Payment Card Industry (PCI) compliance regulations necessary for the standard operation of the smart parking meter technology must be met.

Central Management System (CMS) – This is a windows based software program that resides on a desk top or lap top PC in ParkWise management offices. The CMS interface allows operators to configure all operating aspects of the SSM and MSM and to retain and query the CMS transaction database through the reporting capability of the software.

Mobile Software (MS) for Remote Access – This software resides on the operator's handheld unit and will provide remote access to meters. This unit is used to identify real time information of unit status and location. The MS should serve as the communication conduit between the SSM, MSM, and CMS when wireless communication is disrupted. The MS should feature a highly intuitive user interface and provide substantial security with operator, configurable passwords and security settings.

The City is hoping to benefit by upgrading existing parking meters by using enhanced technology. Expected benefits are:

- Increased efficiency of parking revenue collection.
- Increased convenience for user.
- Provide opportunities to promote businesses and events.

1.2 Citation Issuance System

The City is seeking to replace its fully automated Citation Issuance System including all associated hardware, software, cables, cradles and all other materials necessary to implement a fully functional handheld citation issuance system that, at a minimum, meets the following specifications:

- Improved accuracy and legibility of tickets
- Reductions in manual paper ticket handling and duplication of data entry tasks
- Reduction in data entry costs and errors and isolation of errors to the field entry
- Improved revenues associated with error reduction
- Increased on-street ticket writing time for increased productivity
- Increased revenues from booting and towing operations based on scofflaw detection through ticket issuance
- Shift-end report management and statistical information overall program enhancement through

public awareness of this new state-of-the-art technology and resulting enforcement and collection impact

- Include applications for registered-owner retrieval service, license plate recognition, and mobile communication with the Citation Issuance System.
- Parking Enforcement Vehicle

1.3 National Contract

The City, as the Principal Procurement Agency, as defined in Attachment A, 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 A contains additional information on National IPA and the cooperative purchasing agreement.

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 A).

While no minimum volume is guaranteed to the Supplier, the estimated annual volume of meters and citation parking systems purchased under the Master Agreement through National IPA is approximately \$25 million. 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.

The requirements of the City of Tucson are reflected in the RFP. The City anticipates National IPA Participating Agencies may have different requirements and different fee structures. The awarded Offeror will have the ability to offer their complete and comprehensive line of products, services and future technologies associated with parking meters and citation systems. National IPA participants may sign a supplemental or usage agreement with the awarded Offeror substantially based on the terms and conditions of the City of Tucson contract.

This Request for Proposal is comprised of three separate documents labeled Part A, Part B and Part C. 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.** Part C includes the City's standard software license agreement.

1.4 Tentative 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	October 4, 2013
Pre-proposal conference	October 21, 2013
Proposal due date	November 1, 2013
Review of Proposals by Evaluation Committee	November 4 – 21, 2013
Short listed vendors notified	November 22, 2013
Vendor interview / system demonstrations	December 4 – 5, 2013
Final negotiation completed	January 31, 2013
Anticipated contract award & issuance of purchase order	February 14, 2013

2. Instructions to Offerors

2.1 Preparation of Proposal

- A. Offerors must submit one original and 7 copies (8 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 two electronic copies of the proposal on CD-ROM or flash drive, in MS Office 2003 format. Any confidential information shall be submitted on a separate CD-ROM or flash 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 will be created. The short-listed Offerors shall proceed into Phase Two activities.

Phase Two activities shall consist of interviews/demonstrations and reference checks. Upon the conclusion of each interview, the City shall 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 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. Cost

The City's evaluation of the total cost of the system will include all relevant components which may be some or all of the following: software, hardware, installation, travel, consulting, hosting costs (if appropriate), maintenance and support, and training.

All proposals will be evaluated on a fully loaded five year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase and implementation costs; ongoing support and service costs; hardware costs; hosting and hardware support costs. The City reserves the right to add their own estimates of the costs associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, and may rely on the Offeror's resource estimates as a basis for their calculations.

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.

D. 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 the proposed timetable for implementation and how it meets City requirements

Phase Two:

A. Application Requirements

See above.

B. Cost

See above.

C. Qualifications and Experience

See above.

D. Support and Services

See above.

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. The City is not placing page limitations per section. Major sections (as indicated in the index of the RFP) must be tabbed with the index number. Offerors may determine for themselves how long each section needs to be as long as overall page limitations are not exceeded.

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.

Part C is the City’s standard software license agreement. It is the City’s preference to use this as the basis for the software license agreement. The Offeror, at time of proposal submission, shall clearly identify any proposed deviations from this agreement. 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 to the Software License Agreement and the successful Offeror will be required to perform accordingly.

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 flash 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. 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 or electronic payment via credit card is made. 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.

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

Prior to the award of a Contract, the successful offeror must obtain a City of Tucson Business License or a written determination that a business license is not required issued by the City's Business License Section. The business license must remain valid throughout the life of this contract. Contractor must provide a valid copy of the business license or a written determination that a business license is not required prior to award and at contract renewal. 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 www.tucsonaz.gov/procure 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 Cooperative Purchasing

The City is acting as a contracting agency for any other governmental agency that elects to utilize the resulting contract through participation in National IPA. All transactions, purchase orders, etc, will occur directly between the Contractor and each Participating Agency individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Agency. Participating Agencies' appropriate purchasing laws, rules, and regulations apply to purchases made under the contract.

Public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See www.tucsonaz.gov/procure and click on Cooperatives for a list of the public 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/procurement/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

3.1.2 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. The Contractor shall file all claims for visible or concealed damage. The City will assist the Contractor in arranging for inspection.

3.1.3 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 ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that 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 Afforded	Limits of Liability
Workmen’s Compensation Employer’s Liability	Statute \$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage
Comprehensive Automobile Including: (1) Non-Owned (2) Leased (3) Hired Vehicles	\$1,000,000 Bodily Injury Liability Insurance Combined Single Limit \$100,000 Property Damage

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director’s satisfaction.

3.1.4 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.

3.1.5 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.

3.1.6 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. Licenser 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.

3.1.7 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.

3.1.8 Term and Renewal

The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, 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 four (4) additional one-year periods or portions thereof. 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.

The City of Tucson and National IPA Participating Agencies making purchases under the Contract may enter service or leasing agreements with the Contractor that extend beyond the term of the contract provided that the agreement is executed during the term of the Contract.

3.1.9 Price Adjustment

The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

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 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 Compliance with the Law

The successful Offeror shall, at all times, observe and comply with Federal and State laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to, the execution of this contract which in any manner affect the completion of the work.

3.2.10 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.

3.2.11 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.

3.2.12 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, plus any further negotiated items. 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.

3.2.13 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.

3.2.14 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.

3.2.15 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.

3.2.16 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.

Force Majeure does not apply to responsibilities for provision of service(s) specified in this Contract by the Contractor subsequent to the original software installation, such as but not limited to for hosting, outsourced services, or application support.

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 the 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.

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, paid vacation or sick days 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.

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 Interruption-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 Method of Payment

All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. The payment address will be confirmed at time of contract signing.

The City's preferred method of payment is via credit card. The City will issue a Purchase Order; the City will 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.

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;
- The Contractor is acquired or undergoes a material change of ownership structure;
- 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

Table of Contents

1. INTRODUCTION.....	3
2. QUALIFICATIONS AND EXPERIENCE	4
2.1 COMPANY DATA	4
2.2 PRODUCT DATA.....	5
2.3 PRODUCTS AND SERVICES – NATIONAL PROGRAM.....	5
2.4 REFERENCE INFORMATION	5
2.5 CUSTOMER FEEDBACK PROCESS	6
3. APPLICATION REQUIREMENTS.....	6
3.1 GENERAL REQUIREMENTS.....	7
3.1.1 Conformability.....	7
3.1.2 Extensibility and Configuration.....	7
3.1.3 Integration and Modularity.....	8
3.1.4 Consistency and Commonality.....	8
3.1.5 Reporting	8
3.1.6 Documentation	9
3.1.7 Quality Assurance and Security	9
3.1.8 Portal Capability	10
3.2 FUNCTIONAL REQUIREMENTS	10
3.3 TECHNICAL REQUIREMENTS	30
3.3.1 Obsolescence Prevention Strategy.....	30
3.3.2 System and Application Architecture	30
3.3.3 Infrastructure	31
3.3.4 Database	32
3.3.5 Business Continuity.....	32
3.3.6 User Interface	33
3.3.7 System Management	33
3.3.8 Interfaces.....	34
4. SUPPORT AND SERVICES.....	34
4.1 TRAINING	34
4.2 IMPLEMENTATION.....	35
4.2.1 City Hosted Implementation	35
4.2.2 Vendor Hosted Implementation.....	36
4.3 DELIVERABLES AND ACCEPTANCE	38
4.4 ACCEPTANCE TESTING.....	38
4.5 APPLICATION SUPPORT.....	38
4.6 KEY PERSONNEL	39
4.7 DEFECTIVE PRODUCT	39
4.8 NATIONAL PROGRAM REQUIREMENTS.....	40
5. COST	40
5.1 COST SUMMARY – CITY HOSTED	41
5.1.1 Detailed Cost Schedules Supporting Cost Summary	42

5.2 COST SUMMARY – VENDOR HOSTED	46
5.2.1 Detailed Cost Schedules Supporting Cost Summary	46
5.3 COOPERATIVE PURCHASING.....	50
5.4 PAYMENT	51
5.5 WARRANTY & MAINTENANCE.....	51
5.5.1 Extended Service Agreement.....	51
6. ADDITIONAL INFORMATION	52
7. APPENDICES.....	52
7.1.1 Vendor Qualifications	52
7.1.2 Company Organization and Segmentation	52
7.1.3 Financial Statements.....	52
7.1.4 Business and Development Plans	52
7.1.5 Financial Rating Reports	52
7.2 LIST OF STANDARD REPORTS AND EXAMPLES OF KEY REPORTS.....	52
7.3 LIST OF EXCEPTIONS	52
7.4 COPY OF RFP AND AMENDMENTS	52
7.5 PRODUCT LITERATURE.....	52
8. OFFER AND ACCEPTANCE	53

1. Introduction

(Offeror's Introduction goes here.)

2. Qualifications and Experience

The City anticipates that the Vendor is an expert in Parking Meters and Parking Citation Systems and their implementation, with a reputation and track record of leading edge technologies and implementation methodologies. Therefore, the expectation is that only the best standards, products, design and implementation techniques will be proposed.

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. Documentation illustrating the company organization and segmentation (to be included in original copy, Appendix section).
3. Type and number of employees committed to the product and support being proposed.
4. Audited financial statements for the three most recently reported years (to be included in original copy, Appendix section).
5. Business and development plans for all product and support services proposed in connection with this submission (to be included in original copy, Appendix section).
6. Copies of the most recent financial rating report issued by an investment credit rating agency such as Moody's Investors Service, Standard and Poor's, etc. (if applicable - to be included in original copy, Appendix section).
7. Breakdown of revenue between new license fees, maintenance, and upgrade charges for last year for the product(s) being proposed.

New License Fees	Maintenance	Upgrade Charges

2.2 Product Data – City of Tucson

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. What is your percent market share for this product? What measurements are being used to calculate?
4. 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

5. What are your plans for future releases?
6. Indicate research and development spending for the product(s) being proposed over the past three years.

Product (Component)	R&D '07	R&D '08	R&D '09

7. With what government standards/regulatory bodies do you comply?
8. What portion of the product being proposed was developed internally vs. acquired or contracted?
9. List any software companies that resell/repackage the product being proposed, and provide the name under which it is resold/re-packaged.

2.3 Products and Services – National Program

1. In addition to the products and services proposed for the City of Tucson, discuss other products and services the Offeror can supply to agencies nationwide. Include any technologies, management services, parts, accessories, consumables, services, maintenance, repair, etc. capabilities the Offeror provides. State if the Offeror provides these items or if the Offeror makes these items available through a third party.

2.4 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. Offerors may submit the list of clients on their Confidential CD-ROM. NOTE: if the City is not able to reach a reference using the contact information provided, the contact will be considered an unfavorable reference.

3. What is the average size of governments (population/employees) where the product being proposed is installed?
4. What is your customer retention rate (%)? Define measurements used to calculate.

2.5 Customer Feedback Process

1. Do you have a user group or groups for the product being proposed? If so, list the contact names, phone numbers, website, and addresses.
2. Is there an active Users' Group for clients that have your products installed?
3. Is the Users' Group managed independently?
4. Is your company represented at Users' Group meetings?
5. Does the Users' Group hold an annual meeting for all members?
6. Where are regional Users' Groups meetings held closest to the City?
7. What role do Users' Groups or Users play in modifications to the product?

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.
- M Modification** - The Offeror will make a modification (as opposed to a configuration) 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.

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. Insert your responses to each question into an electronic copy of this document, using Arial Italic, font size 10.

1. For the product being proposed, when was it first designed, and if there has been a major re-design, when?
2. If the product being proposed has been re-designed, what were the tangible goals of re-design, and what are the resulting major improvements or changes? Be specific as to what has been re-designed to meet the missions of government entities today.
3. Describe the method your development organization uses to periodically evaluate the business processes that the product supports.
4. What steps are taken by your development organization 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?
5. Describe in terms of the overall system design the aspects of control and auditing. The system should not preclude, by way of its own design, the assessment of control aspects, compliance, electronic evidence, vulnerability, and data reliability.

Additional product information such as product literature, brochures, web-site addresses, CD-ROM disks, user manuals, or system administrator manuals may 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 Integration and Modularity

- _____ 1. Ability to navigate from screen to screen with minimum keystrokes and mouse clicks, and with minimum difficulty.
- _____ 2. Ability to navigate directly from any screen to any other screen required to complete an interactive process task without having to go through unused screens.
- _____ 3. Ability to upgrade any component without having to upgrade components not affected by the upgrade
- _____ 4. Ability to upgrade routines or sub-routines within a component without having to upgrade the entire component.

3.1.4 Consistency and Commonality

- _____ 1. Provision for any single point of data collection where newly entered data is recorded in a way that make it reflected throughout the application without requiring re-entry of the same information.
- _____ 2. Provision for consistent tools for configuration in all components.
- _____ 3. Ability to easily define business rules that are shared throughout the application.
- _____ 4. Ability for users to view consistent names, titles, and layouts on screens and reports.
- _____ 5. Provision for all components to use consistent navigation features.
- _____ 6. Provisions for screens and reports with similar organization in presentation of the data.

3.1.5 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 allow for the use of standard statistical packages so that research and analysis can take place.
- _____ 4. Ability to design and implement both on-line ad hoc queries and batch reporting programs as required by user.
- _____ 5. Ability for report generator to allow user to select data, choose fields, and create calculated fields.
- _____ 6. Ability to reconcile reports from different components in the system.
- _____ 7. Ability to extract data to another tool, such as EXCEL or a report writer.

3.1.6 Documentation

- _____ 1. Provision for web-based online documentation
- _____ 2. Provision for all documentation to contain comprehensive troubleshooting flows, glossary, index, table of contents, example illustrations, and steps for important transactions a user or application administrator might conduct.
- _____ 3. Provision for well-written, comprehensive, and detailed documentation that serves as a complete technical and user reference library of the application.
- _____ 4. Provision for a documentation distribution service that includes on-line media and hard copy that match in content and the most recent version release.

3.1.7 Quality Assurance and Security

- 1. Do you have a product development quality assurance/management program? Briefly describe.
- 2. What methodologies do you use for security testing your products? Briefly describe.
 - _____ 1. Do you review security at each phase of the software development lifecycle?
 - _____ 2. Do third parties conduct security assessments on your products?
 - _____ 3. Do you have security squads that attack your products prior to release?
 - _____ 4. Do you use automated tools for security testing or code review?

3.1.8 Portal Capability

1. 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 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. Enter your responses in Arial Italic, font size 10.

Single-Space Meter (SSM) System

A portion of the City’s existing single-space meter housings shall be retrofitted without any changes to the existing key/lock system, coin vaults, or cash collection operations. The only anticipated change will be the meter mechanism, meter cover (dome), and meter pole if warranted. It is the vendor’s responsibility to verify model numbers, quantity, location, ability to upgrade meters, and status/condition of meter poles.

- ____ 1. SSM shall be capable of performing and wirelessly reporting the results of a self-diagnostic routine at programmable times or intervals.
- ____ 2. The electronic single-space meter mechanism shall be constructed of all new materials.
- ____ 3. Meters must be able to effectively operate in the weather conditions experienced in the City of Tucson, Arizona including but not limited to rain, and temperatures between a minus 20 degrees Fahrenheit to plus 150 degrees Fahrenheit
- ____ 4. Must be able to retrofit Duncan meter housings using existing keys.
- ____ 5. Backlight feature for night-time visibility, with programmable duration ability, and will require no additional settings to be adjusted. Shall be easily readable under various daytime and nighttime conditions.
- ____ 6. Alphanumeric LCD display with clearly visible numeric digits to enhance the display of hours and minutes (HH:MM)
- ____ 7. On LCD display “out of order” or “coin only” or “card only” when unit is partially or completely “out of order.”
- ____ 8. Rear display on street side must have a red flashing display to indicate “Meter expired.”

- _____ 9. Vendor's single space credit card capable meter must be established and in operational use by a public parking agency for a minimum of six (6) months prior to the proposal deadline, excluding testing situations.
- _____ 10. Coin Collection Card – With the use of a coin collection card and without opening the meter housing, the meter must allow for the user to clear the coin box counter at the time of cash collection.
- _____ 11. Meter Maintenance Card – With the use of a meter maintenance card and without opening the meter housing, the meter maintenance card must allow the maintenance staff to put time on the meter to compensate a motorist in the event of meter maintenance activity.

Multi-Space Meter (MSM) System

- _____ 1. The MSM unit shall have a visually pleasing designed exterior finish with anti-graffiti protection, for graffiti and weather resistance.
- _____ 2. Internal components shall be enclosed in a theft-resistant steel housing. Proposal shall include specifications addressing materials, thickness, and safety design.
- _____ 3. Coins shall be deposited into a removable sealed coin vault/canister securely enclosed in a separate compartment of the pay station.
- _____ 4. The coin vault/canister shall have the minimum capacity of holding three hundred dollars (\$300) in quarters.
- _____ 5. The pay station shall have separate compartments for maintenance and collection. There shall be no access to the coin collection area when the unit is open for maintenance.
- _____ 6. No locks can be exposed beyond the flush mount of the housing.
- _____ 7. All prompts on the pay station must be user configurable.
- _____ 8. The display must be remotely programmable via a web-based meter management system, such that the meter staff is not required to be present at the meter for changes to be made.
- _____ 9. Pay station and screen must maintain normal operation within –20 degrees Fahrenheit to 150 degrees Fahrenheit.
- _____ 10. UV resistant (non-yellowing) polycarbonate material should be used to protect the LCD and solar panel. The polycarbonate material must be treated with an anti-fog coating to maximize the user's ability to interact with the display at all times.
- _____ 11. Keypad must be vandal resistant, weather proof and corrosion resistant.
- _____ 12. A numeric keypad must be available for Pay by Space mode.
- _____ 13. An alpha-numeric keypad must be available for Pay by Plate mode.

- _____ 14. The keypad must be modular and easily unplugged and removed with basic tools for easy servicing.
- _____ 15. Coin Vault/Container – All denominations of coins must be held in a double-locked, secured coin container. A key must be required to remove the coin container from the pay station. A separate, different key must be required to open the coin container or similar method may be proposed below.
- _____ 16. Maintenance personnel without keys must not be able to remove or open the coin container.
- _____ 17. Please indicate what payment modes the MSM shall be capable of operating in.
- _____ 18. The Central Management System (CMS) shall be able to integrate with the City's selected hand-held enforcement equipment to identify paid and unpaid spaces for enforcement purposes
- _____ 19. MSM shall operate in an independent network environment
- _____ 20. Explain how you can ensure that each MSM is wirelessly enabled to communicate without the installation of any additional networking equipment or ancillary infrastructure.
- _____ 21. Proposer shall identify any and all fees paid to another entity for any pay-by-space integration.
- _____ 22. MSM components shall be microprocessor controlled, in on-line, virtual real-time communication with proposed-hosted web-based CMS.
- _____ 23. Transactions occurring at equipment shall be reported to Central Management system in real time.
- _____ 24. Please indicate the normal response time between the Central Management system and the meters.

Features pertaining to both types of Meters

- _____ 1. Instructions should be provided in English. Instructions must include an "opt-out" option for customers throughout the transaction, until the transaction is completed.
- _____ 2. Total transaction time should be less than 15 seconds. Please estimate the average time of a transaction in seconds.
- _____ 3. Locks must be corrosive resistant and should not require regular cleaning or maintenance.
- _____ 4. Separate keys must be available to prevent maintenance personnel from entering the collection area and vice-versa.
- _____ 5. All apertures shall be designed and/or shielded to discourage vandalism and insertion of foreign material.

MSM Printer

- _____ 1. MSM printer shall be capable to changing messages on the ticket including advertisement logos from the designated City workstations.

- _____ 2. Must be able to print standard, sticky-back and variable length tickets.
- _____ 4. Receipt shall be issued upon completion of transaction with instructions if needed.
- _____ 5. Additional information provided on receipt shall include an identification number, time purchased, expiration time, and date of transaction. This information shall also be communicated to the CMS. (Central Management System.)
- _____ 6. Must Have the ability to print duplicate tickets.
- _____ 7. Ticket rolls shall be able to be replaced in less than one minute with no tools required.
- _____ 8. Each MSM shall be equipped with two rolls of receipt tickets.
- _____ 9. Collection reports shall be printed in full showing the amount collected in coins with non-resettable coin totals and the date and time of the previous collection.

Credit Cards/Debit Cards/Smart Cards/Tokens

- _____ 1. The vendor shall provide a secure gateway service to provide for secure, encrypted credit card data transmission to the City's merchant account provider.
- _____ 2. Meter mechanism must accept Visa, MasterCard, and American Express credit cards and debit cards with the same designations, at a minimum.
- _____ 3. Meters that can incorporate smart card and/or pay by phone technology.
- _____ 4. The reader shall have dual magnetic stripe and Smart Card reader capable of reading magnetic stripe and smart memory and microprocessor cards.
- _____ 5. The reader shall be equipped with Secure Access Memory (SAMs).
- _____ 6. Credit card reader mechanism must be able to process all credit cards, debit card transactions by obtaining authorization in real time.
- _____ 7. The credit card reader must only partially ingest card, so that the parking customer maintains control of the card at all times.
- _____ 8. All credit card readers shall be integrated into the internal meter mechanism.
- _____ 9. All credit card products shall be PCI PA-DSS compliant and all service providers shall be PCI-DSS Level 1 Certified to protect cardholder data.
- _____ 10. Responding proposer must comply with, and be listed as a valid service provider for Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection (SDP) programs.
- _____ 11. All proposing vendors must submit PCI compliance certificates as part of their submission.
- _____ 12. Mechanism shall adjust the amount of time purchased with a credit card and show the equivalent amount of time purchased.
- _____ 13. Mechanism must be able to cancel the credit card transaction should the purchaser decide to not proceed with the transaction.
- _____ 14. Mechanism must have wireless reporting, management systems functions and credit card transaction capability via GSM, CDMA or equivalent wireless network configuration.

- _____ 15. In the event of a malfunction to the coin acceptor, the meter must be able to independently function using a credit card.
- _____ 16. The reader must be modular and easily unplugged and removed with basic tools for easy servicing.
- _____ 17. Smart Cards – The City values the potential of Smart Card Transactions and this proposal should address the ability to facilitate a Smart Card program that includes refillable cards, market and distribute cards, and reconcile card transactions. The City requires open standards, compatibility with major card suppliers, and exchange of mapping and keys. The unit must have the capability to read stored value cards (smart cards) based on the ISO magnetic stripe standard of chip-based cards (ISO 14443). The unit must have the ability to recharge chip-based cards at the machine. If the smart card slot is jammed or inoperable, the machine should provide status message to customer and still accept coin payments.

On-Line Approval and Settlement of Bank Card Transactions

- _____ 1. Transaction file shall be designed for City payment gateway.
- _____ 2. Transaction message shall be designed to inform customer of authorization status and decision.
- _____ 3. Proposal shall include a flow chart or discussion of transaction information flow from meters to City's payment gateway shall be included.
- _____ 4. Proposal shall include an approach to queuing transactions when wireless services/servers are unavailable.

Coin Acceptance

- _____ 1. Must accept at least four different U.S. coin types \$0.05, \$0.10, \$0.25, and \$1.00 coins at a minimum, with optional acceptance of new coins and tokens.
- _____ 2. Coin chute or coin acceptor must allow for easy access for removal of foreign objects or other types of coin jams.
- _____ 3. In the event of a malfunction of credit card acceptance, the meter must be able to independently function with coins.

Communication and Programming Specifications

- _____ 1. Mechanisms must be programmable via a wireless network. Mechanisms must be equipped with modem, antenna, and required software for general packet radio service operations.
- _____ 2. Mechanisms shall be designed to initiate communication to server.
- _____ 3. 365 day real time calendar clock which is synchronized with a centralized server.
- _____ 4. Programmable for automatic daylight savings time (DST) even though Arizona does not participate, an update of DST via the wireless system as well as capability of loading DST changes for multiple occasions.
- _____ 5. Time of day clock must rack the day of the week.
- _____ 6. Programmable feature options with capability to change wirelessly, standard rate operation, time of day operation, day of week operation.

- _____ 7. Mechanisms that can take prepayment of meter in non-paid working hours and the time is held for use within the next paid working hours-operational time period.
- _____ 8. Mechanisms must be configurable to define “No Parking” times.
- _____ 9. Mechanisms must be able to have the option to require a minimum amount of time to be purchased prior to meter registering time.
- _____ 10. Mechanisms must be able to record the value of coins validated and retrieve audit information via the wireless based management system.
- _____ 11. Mechanisms shall reset to zero the audit register after each transfer of audit information to the management system.
- _____ 12. All mechanisms must be able to report in to the wireless based management system.
- _____ 13. Real time alarm and status reporting for maintenance via wireless based management system.
- _____ 14. Real time revenue and payment information via management system.
- _____ 15. Mechanisms controlled and accessed by the wireless based central management system should be able to accommodate simple and complex, dynamic rate structures that can be changed via the wireless based central management system.
- _____ 16. Mechanisms able to accept payment by cell phone –
 - The mechanisms shall be able to integrate with a Pay by Cell provider (selected and/or approved by the City) for enforcement and financial reporting.

Power System for Meters

- _____ 1. Shall be capable of solar-power operation with minimum battery life of 36 months. No trenching, conduit, or wiring shall be required. Solar power must be able to operate effectively on city streets that have 2 to 30 story buildings and large trees.
- _____ 2. Battery must be commercially available without voiding warranty
- _____ 3. Battery shall be able to be replaced in less than one minute with no tools required.
- _____ 4. Solar panel shall be integrated into the units and not to be an add-on unit.
- _____ 5. Shall include a separate backup battery to sustain clock, calendar and audit information in the event of a main battery failure or during battery replacement.
- _____ 6. Single-space meters shall be equipped with an integrated solar panel recharge system. This solar panel will be incorporated into the inside of the meter housing, in order to prevent damage due to operating conditions or vandalism.
- _____ 7. Must retain audit data despite power system failure.
- _____ 8. Units must have built in diagnostic software.
- _____ 9. All circuit boards and internal components are to be environmentally sealed, high water resistant and operate in conditions of –20 degrees Fahrenheit to 150 degrees Fahrenheit. Vendors shall explain how unit components are protected from moisture, dust and other factors that might cause an operational failure of a component or the unit.

Serviceability of Meters

The following components must be easily field interchangeable without the use of significant tools: (If any of not easily interchangeable, please explain why)

- ____ 1. Circuit boards
- ____ 2. Display and cover screen
- ____ 3. Coin path components (coin discriminators, etc.)
- ____ 4. Locks
- ____ 5. Keypads
- ____ 6. Credit card readers
- ____ 7. Modems/wireless devices
- ____ 8. Coin vaults
- ____ 9. Paper printers
- ____ 10. Batteries

Diagnostics

All units must have built in diagnostic software.

The unit shall be able to report and send warnings for all of the following:

- ____ 1. Cash box status
- ____ 2. Unit out of Order
- ____ 3. Open door
- ____ 4. Paper supply low
- ____ 5. Low battery
- ____ 6. Power failure
- ____ 7. Unit operational status

Proposal shall include at a minimum the following warning initial alarms

- ____ 1. Coin collection – first limit exceeded no more coins accepted
- ____ 2. Paper replacement
- ____ 3. Initial battery setting has been reached.
- ____ 4. Coin payment and card payment operation failure.
- ____ 5. Battery is experiencing a fault.

Proposal shall include at a minimum the following shutdown alarms:

- ____ 1. Second battery warning.
- ____ 2. Second battery fault warnings.
- ____ 3. Out-of-paper supply alarm
- ____ 4. No customer receipt detection alarm.

- _____
5. Operating System fault.

Proposal shall include at a minimum the following Operational Functions:

- _____
1. Door open detection.
- _____
2. Status/record of all file transfer activities.
- _____
3. Live alarm to detect communication status.
- _____
4. Service agent number.
- _____
5. Notice of various initialization and machine setting routines.
- _____
6. Please list any other operational status reports and/or warnings available.

Data Management

- _____
1. Mechanisms shall have both cellular and wireless communication devices (Wi-Fi cards, etc.) pre-installed. Wi-Fi should be available in the build of the equipment and should be easily programmed. We would like to also know what frequency services you offer in Wi-Fi.
- _____
2. Please provide your cellular communications plan pricing and explain how it works, options, etc. If the cellular plan is not severable from your hardware and maintenance costs, please explain why
- _____
3. The cellular modem shall be carrier neutral and support the following networks 4g/3g/2g. This should be accomplished by using a SIM card from chosen carrier
- _____
4. Mechanisms shall be capable of two-way communication to a remote central management system to transmit financial data, activity reports, and operational status of the unit. Vendor shall explain in detail how its wireless two-way secure communication system works.
- _____
5. The data management software must allow ParkWise staff to look up transaction history and see what time, location, and parking space number or pay station the transaction was authorized, rejected or never attempted.
- _____
6. Critical operational failure data or alarms must be transmitted to email, pager and/or cellular communication immediately upon failure occurring.
- _____
7. All operational and financial data must communicate with remote central management system and must be viewable 24 hours, 7 days per week.
- _____
8. Must provide an Application Programming Interface (API) for the City to query data in real-time for both analysis and sharing.
- _____
9. Please describe the nature and content of data files transmitted to and from meter mechanisms.
- _____
10. List any limitations in regards to storage and transfer of data.
- _____
11. Discuss how interruption in wireless services will be handled.

Revenue Audit Capabilities

- ____ 1. Unit shall record and store all critical financial data.
- ____ 2. Unit shall transfer financial data to remote central management system and credit card handling must be adaptable to various processors requiring secure connections to protect information.
- ____ 3. Unit must reset to zero (0) after each collection of financial data.
- ____ 4. Resetting the meter or loss of power must not affect audit figures held in memory by the meter
- ____ 5. Revenue must be sorted by denomination of coin and/or type of credit card along with totals.
- ____ 6. Auditing software must be provided that would allow a comparison of actual count to audit amount values.

Central Management System

- ____ 1. Is the system a web-based application? If not, please describe.
- ____ 2. Software shall be American English version.
- ____ 3. Does software allow City staff with ability to design hours and receipt changes and messages and then remotely send changes to one or more units.
- ____ 4. Software must allow exporting financial and activity data to spreadsheet software and external databases.
- ____ 5. The MSM and SSM financial reporting systems shall integrate with each other so that the City may easily combine financial reports from both systems.
- ____ 6. System shall use a secure VPN connection and maintain that connection while active, and automatically log off after programmable period of inactivity.
- ____ 7. System must be password protected to restrict access to authorized users only and shall be accessible at all web-enabled City workstations, cell phones, etc.
- ____ 8. CMS and all subsystem controllers shall have security protocols, password protection and reports on exception-transaction logs that prevent unauthorized access to and manipulation of data and reports, including individual transactions. (Explain you system security)
- ____ 9. All databases of transactions, reports, etc. shall be secured by means of a password from unauthorized entry and tampering from either within or outside CMS.
- ____ 10. The System must include a minimum of six levels of access authorization to all operational, administrative and reporting functions and provide the following security features:
- ____ 11. Define individual user and group based security.
- ____ 12. Ability to assign a unique user ID for each person authorized use of the System.

- _____ 13. Ability to assign a unique password and periodically change that password for each authorized user ID.
- _____ 14. Ability to establish an expiration period for passwords.
- _____ 15. Ability to disable a user ID following successive log-on failures exceeding a specific limit.
- _____ 16. Ability to view and report user and group level security rights.
- _____ 17. Ability to deactivate codes for former users and internal and external customers.
- _____ 18. Available user-defined fields.
- _____ 19. Vendor shall provide Owner with a complete list of initial installation administrator user names and passwords for all authorized users.
- _____ 20. The CMS system shall be password protected and the information shall only be available to the City or user authorized by the City for access to the data.
- _____ 21. The wireless based management system should have the capability to track audit amounts by mechanism, route, and any selected meter configuration thereof.
- _____ 22. Login and access to the wireless based management system via the internet.
- _____ 23. Management system must be able to notify service technicians and key personnel of fault and status issues via email or text.
- _____ 24. All City workstations are currently Windows XP Professional and will be moving to Windows 7. The City is not looking at installing Windows 8 at this time; however, your software should be compatible with the latest Microsoft release. Browser based components should work with Web-kit-based browsers: Firefox, Chrome, Safari, etc. Please list Windows versions your software works with.

Reporting

- _____ 1. The system must be able to create ad hoc reports about on-street parking operations on a daily basis. Parking management software shall have, at a minimum, the ability to generate the following reports:
 - Revenue by location or single-space/multi-space meters.
 - Revenue by collection area or maintenance route.
 - Maintenance activity by location or single-space/multi-space meters.
 - Operational status by single-space/multi-space meters.
 - Date and time stamps for all operational events (failures, resets, low battery, coin jams, collections, etc.)
 - Date, time, type and amount of each transaction
 - Please list any other reports available from the parking management software.
 - Please provide examples of each report listed.
 - Reports should be able to be customized at any time at no cost to the City.
- _____ 2. Single-space meter reporting shall be in the umbrella of software reporting for the multi-space meters. Please explain how this will work.
- _____ 3. Software must be capable of displaying real time information of unit status and location. Status should include at a minimum any warnings or alarms, time remaining, and expired vehicles.

- _____
4. Discuss whether or not the reporting is web-based, and if not, explain how the information will be accessed.

Pay by Phone

In an effort to make parking more convenient and enhance payment options for drivers at parking meters, the solution must allow for payment by using their credit card via cellular phone, Personal Digital Assistant, or other interactive wireless, or conventional land line telephone. Proposal may include cost to provide such service.

- _____
1. The service provided by the Vendor shall be fully automated and interface with the City's new automated citation issuance and enforcement system. Using a hand-held device, Parking Services Agents must be able to query whether a driver has paid for parking in each metered parking space. If meter technology allows, the service should also display the payment information on the meter to allow for visual enforcement.
- _____
2. Vendor is expected to provide for the development, implementation, and operation of these services. Vendor must provide all necessary hardware, software, permits, decals, equipment, installation, and personnel for the project at no cost to the City.
- _____
3. Vendor will be permitted to charge a single flat convenience fee per transactions for each use of the service. The City shall approve the convenience fee amount in writing before a vendor enters into a contract with the City. Vendor shall include all assumptions used in calculating their proposed fee, including but not limited to the anticipated annual volume of pay by phone transactions and forecast revenue.
- _____
4. Vendor shall identify and establish proposed timelines for two implementation phases for pay by phone service. Phase 1 will include limited implementation with City staff using cell phones to test the service and Phase 2 will roll-out the service to the public with a detailed marketing and signage plan.
- _____
5. Must block customers from adding any additional time once the maximum time limit for the meter has been reached. Moreover, customers shall be prevented from purchasing any time at any metered space on the same block for the two hours following a maximum payment.
- _____
6. Explain fully how the service works for customers, for parking confirmation, what is required to pay for a minimum purchase, and how customers can cancel their transaction if needed.

Enforcement Capabilities

- _____
1. Solution must have the ability to integrate with ParkWise's preferred automated citation issuance and enforcement system. Integration includes, at a minimum; the ability to provide paid, and expired space information to the ticket issuance system in real time via wireless, internet, or cell phone.

Vehicle Sensors

The following features/accessories must be included in vendor's proposal:

Vehicle sensors (surface or in-ground) must be provided. Explain the pros and cons of each type. Potential functions to be supported by these sensors include:

- _____ 1. Integration of the vehicle sensor information with ParkWise's preferred automated parking enforcement handheld ticket issuance system
- _____ 2. Real-time sensing and reporting of space occupancy information.
- _____ 3. Aggregate historical reporting of occupancy data at the summary and individual space levels.
- _____ 4. Ability to enforce time limits by preventing "meter feeding".
- _____ 5. Re-set remaining paid time on a space to zero (0) when a vehicle departure is detected.

Spare Parts

Please provide detailed list of inventory supplies with expected life expectancy of each part in the bid. The list should include the recommended number of parts the City should have in its inventory, for each part, per meter.

- _____ 1. Provide a list of all parts should there be a need to order additional items. This price list must be included in the proposal with the costing as a separate attachment. Prices shall be guaranteed for the duration of the 5-year contract.
 - Parts must be described as either proprietary or non-proprietary.
 - Parts must be described as either available refurbished or not.
- _____ 2. Vendor shall provide procedure for ordering, purchasing, and returning parts, including turn-around time.

Marketing

The City will need to market the new parking solution to the public. The vendor must provide marketing materials, customer instruction materials, and ideas to the City for a smooth transition for public users.

- _____ 1. The marketing campaign plan is subject to approval from ParkWise and shall include:
 - Clearly written text useful for news releases, handouts, web sites and outreach materials.
 - Pamphlet information on "How to " use the pay stations
 - Survey forms allowing customers to give direct feedback to ParkWise.
 - A video, available to post on the web, demonstrating how to use the meters.

The City will specify color, logos and printed instructions at a later date. The City before distribution must approve all materials.

Pay by Plate

This shall be considered as a future application but would like proposer to provide a cost

- _____ 1. MSM shall prompt customers to make payment.
- _____ 2. MSM shall prompt customer to enter license plate number.
- _____ 3. MSM shall process payment and provide receipt.
- _____ 4. As each coin is inserted into MSM, MSM shall calculate and display duration of paid parking time.
- _____ 5. If card payment, MSM shall prompt customer to select payment increment.
- _____ 6. Upon completion of transaction, MSM shall issue a receipt to serve as proof of payment
- _____ 7. The CMS shall be able to integrate with the City's selected hand-held and/or License Plate Recognition (LPR) proposer to identify paid and unpaid license plates for enforcement purposes.
- _____ 8. Vendor shall identify any and all fees paid for pay-by-plate integration.

Parking Citation System

The Citation System must foster efficient data entry flow that is designed for accuracy, speed and limiting errors of omission as well as mistakes. Built-in data entry checks must prevent omission of required data or incorrect or inconsistent entry of information that must be provided through a series of predefined drop down lists.

- _____ 1. System must be configurable to meet the City's business requirements. For example, accumulations/uplifts, late fees, etc.
- _____ 2. Must be user-updateable without vendor involvement or additional charges.
- _____ 3. Must have the ability to download notes from ticketing devices concurrent with infractions.

Hardware – Citation Handheld units and printers

- _____ 1. The handheld ticket-writer must be a lightweight portable computer with a mobile printer, personal digital assistant (PDA) style is also an option. (12 ticket writers)
- _____ 2. The physical citations are produced on a mobile printer that can be carried by hand, worn on a belt or shoulder strap, or mounted in a vehicle.
- _____ 3. The handheld ticket-writer must fit comfortably in one hand and have a hand strap, lanyard, and wand.
- _____ 4. Entry error reduction must be promoted through the use of stored data fields, which require only one key stroke for entry, and through complete editing routines, both as data is entered and again just prior to recording the citation.

- _____ 5. The hardware should also include what is required to communicate the ticket data from the ticket writers to the ticket administration software.
- _____ 6. The hand held unit must be able to interface with the new Parking Meter System equipment and other parking applications. The City will be purchasing a new Parking meter system. Please list the Metering systems you can interface with.
- _____ 7. Unit must be able retrieve maintenance information from these meters such as; repair history, configuration updates, collection history and other useful information.
- _____ 8. Must have the ability for user to communicate to handheld devices from the Parkwise office.
- _____ 9. The hand help unit must have a fully integrated (not attached by separate means) color camera that can be used to take a digital picture to document the infraction and permanently attach it to the citation record. This imager can be used record accident damage, read bar codes on drivers' licenses, and to document vehicle locations, and provide visual proof that a vehicle was parked illegally.
- _____ 10. The hand held unit must have voice recording and playback
- _____ 11. The hand held must have IrDA scanning for meter maintenance
- _____ 12. Meter enforcement integration (can read single and multi space meters-wirelessly)
- _____ 13. Please Describe how you handle the following
Meter Maintenance
- Field Investigations
 - Code Enforcement
 - Abandoned Vehicles

Hand Held Units Functionality- Citation

- _____ 1. The unit must be able to issue PIN quickly and efficiently. The PIN number will be assigned to each parking official.
- _____ 2. The system must have the ability to allow multiple users on a registration/lease etc, and allow the users to query the system in multiple ways to find that information.
- _____ 3. The system must allow manual entering of infraction data from manually issued PIN's. This is necessary to allow users that are not normally assigned a device, to be able to use it.

The Unit must include at the minimum the following Drop down lists available in f fields.

Please indicate if the field is included. If you do not provide for this field, please describe how the field could be entered.

- _____ 4. DATE OF ISSUE: This field must be automatic and not alterable by the PSA. The internal real-time clock and calendar must be monitored daily by the Host computer.
- _____ 5. TIME OF ISSUE

- _____ 6. HANDHELD TICKETWRITER NUMBER: A pre-designated 3 to 5 digit number must be assigned to each handheld ticket writer.
- _____ 7. CITATION NUMBER: The handheld ticket writer software must allow up to a 9-digit number and 2 digit alphanumeric prefix that is automatically incremented.
- _____ 8. PSA NAME: This field must be entered at the beginning of each shift or when the handheld ticket writer is issued to another PSA. Two persons must be able to use the same computer during a shift and daily reports at the end of the shift would segment the citations issued by each PSA. A signature space must be provided on the citation and located below the printed information
- _____ 9. PSA Badge Number
- _____ 10. PASSWORD: A four-character password must be entered which matches the password table of names and ID#s of authorized users.
- _____ 11. AGENCY: Software must allow easy selection of department designations.
- _____ 12. AREA: This field must allow alphanumeric data and entered at the beginning of each shift or permit changes if the beat assignment or area is changed during the shift.
(Fields listed above, 3 through 12, are entered once at the start of the shift and are automatic thereafter unless they are changed by the PSA.)
- _____ 13. VIOLATION LOCATION: A stored table of 1,000+ streets or locations must be available to make this entry very simple for the PSA.
- _____ 14. PARKING METER NUMBER: Must provide an alphanumeric field to enter the meter number when issuing meter violations
- _____ 15. VIOLATION/DESCRIPTION/FINE: These three fields on the citation must be entered with one keystroke entry by the PSA.
- _____ 16. VEHICLE LICENSE: When this field is entered, with the state field, stored lists must be automatically searched.
- _____ 17. VEHICLE STATE:
- _____ 18. EXPIRATION DATE OF REGISTRATION YEAR OF VEHICLE
- _____ 19. PERMIT NUMBER: This field must accommodate alphanumeric data used for the parking permit.
- _____ 20. VEHICLE MAKE: A user specific make list must be programmed into the handheld to make this a single keystroke entry.
- _____ 21. VEHICLE MODEL: A user specific model list must be programmed into the handheld to make this a single keystroke entry.
- _____ 22. VIN NUMBER: This must be an alphanumeric field used for the full VIN#.

- _____ 23. REMARKS 1 and 2: Software must provide a stored list of the most often used remarks or comments that may be accessed by a single keystroke entry
- _____ 24. COMMENTS or NOTES 1 and 2: The software must provide for Comments that are PRIVATE NOTES.
- _____ 25. COLOR: Standard colors must be programmed into the handheld ticket writer for single keystroke entry.
- _____ 26. Must have the ability to navigate to all previous screens prior to ticket issuance for correctness.
- _____ 27. Ability to time vehicles for timed violations (2-12 hours) (2-5 hours of parking tracking.)
- _____ 28. Ability to transfer timed vehicle information to other units by way of cross-referencing license plate number.
- _____ 29. Ability to record at street level, via free form or pick list, broken meters, broken or missing street signs, etc. and to be printed at end of shift.

Citation Handheld Units – Hardware Specifications

- _____ 1. Supplier to identify amount of memory capacity (be nominally configured with 4MB of Flash Memory and .5MB of RAM and have expandable memory capability. Should also include.
- | | |
|--|----------|
| Forms (fan-folded blank citations) per pack | 75 |
| Scofflaws (DL#s, plates, permits. persons) | 300,000+ |
| Stored citations (data) | 1,000 |
| Make List | 1,000+ |
| Model List | 1,000+ |
| Color List | 1,000+ |
| Violations, description, fine | 1,000+ |
| Locations (blocks/streets/lots/descriptors/meters) | 1,000+ |
| Stored Remarks (2+ lines of 40-80 char/line) | 1,000+ |
| Non Printed Remarks (2+ lines of 40-80 char/line) | 1,000+ |
- _____ 2. Include carrying case/belt/holster for agent use.
- _____ 3. Lightweight, durable (include damage and/or drop rating) ergonomically designed, and capable of extreme weather conditions.
- _____ 4. Support a thermal printer available for citation printing from a patrol car MDC
- _____ 5. Scratch resistant screen, back lit to allow easy reading of text in natural and artificial light conditions, easy to read at night, screen to minimize reflection.
- _____ 6. User friendly, able to be operated while agent wears gloves.
- _____ 7. Audible Signal - Must provide an audible alert when a wrong key is depressed or when alerting the user that some information just entered is on one of the stored lists (Scofflaw).
- _____ 8. Voice recording and playback

- _____ 9. IrDA scanning for meter maintenance
- _____ 10. Meter enforcement integration (can read single and multi space meters-wirelessly)
- _____ 11. Fully integrated (not attached by separate means) color camera that can be used to take a digital picture to document the infraction and permanently attach it to the citation record. This imager can be used record accident damage, read bar codes on drivers' licenses, and to document vehicle locations, and provide visual proof that a vehicle was parked illegally.

Citation Handheld Ticket Writer

Functionality must be available for a handheld ticketwriter or, alternatively for a Patrol Car PC. Please indicated if you do not provide for any of these items.

- _____ 1.
 - Time Limit Parking
 - Barcode Printing on Citations (1D)
 - Parking Permit Cross Reference
 - Broken Meter Reporting
 - Damaged Sign Reporting
 - In-Field Citation Cancellations
 - Witness Forms
 - Empty Space (Lot/Street) Inventory
 - License Plate Inventory
 - Meter/ Location Matrix
 - Tourist Information
 - Warnings Tracking
 - Officer Activity Logging
 - Network Host Version
- _____ 2. Complete password protection system for the handheld ticket writer and the host PC system.
- _____ 3. The transfer of data from the handheld ticket writer to the PC Host System must be accomplished by downloading through an interface Charger/Multiplexer connected to computer. Daily management reports must be available from the PC for immediate reference by the PSAs and supervisors. The PC must download new information received from the ParkWise processing computer, as well as fee changes and new "Special Enforcement" lists, while the handheld ticket-writer is charging. Each communications/charging station must be able to support up to sixty-four (64) handheld ticket-writers.
- _____ 4. Please describe which computer platforms for support to communicate to the ticket writers
- _____ 5. As an extra measure of safety, the compacted data files must be written in a sub-directory on the host PC's hard drive as well as on a backup floppy drive so it can be stored separately from the PC in case the PC should fail.
- _____ 6. Have the ability to print duplicate tickets.

Citation Printers

- _____ 1. Built in (not attached by separate means preferable) 80-character printer with regular and bold print.
- _____ 2. Ability to print bar code or PIN (PIN number)
- _____ 3. Easy paper loading
- _____ 4. Concurrent printing and top of form sensor mark.
- _____ 5. Option – Units with ability to take digital photographs.
- _____ 6. Fast citation issuance of approximately 20 to 25 seconds

Citation System Media

- _____ 1. Stock should be compatible with printer for citation legibility and durability, and that does not impact battery performance and the printer's lifespan.
- _____ 2. Stock must be appropriate for all application requirements, including weather conditions the citation will be exposed to, durability requirements, plus any state or local regulations about acceptable sizes and materials.
- _____ 3. Stock that is quality material that will project professionalism and ensures readability that facilitates efficient citation payment and processing.

Citation System Network Communication

- _____ 1. Vendor will indicate method used to communicate data from the handheld device or mobile computer to the printer (i.e. cable, infrared (IRDA), radio frequency, and wireless)
- _____ 2. Vendor will provide costs associated with preventive maintenance and periodic inspection to endure reliable communication.
- _____ 3. Handheld devices should be capable of supporting wireless wide-area data communications for real-time data access and exchange. This will provide agents in the field anytime, anywhere access to information in the host computer system
- _____ 4. Batteries easily replaced in the field, charge fully within a reasonable time, hold a charge longer than an 8-hour shift, not lose charge due to environmental conditions, and maintain long battery life.
- _____ 5. The handheld ticket-writer to have an automatic power-down mode after a user selected times of inactivity and has up to one month of shelf life with full data retention. The monitor must warn the user when the power is low and should be recharged. A low battery power detector must be used to prevent total battery drain and render the handheld ticket writer inactive for further data entry and printing to ensure the safety of stored data.
- _____ 6. Supplier to provide documentation as to support integrity of data maintained if batteries fail to avoid data loss.

Citation Host PC System

- _____ 1. The handheld ticketwriter must link to a computer running the Host PC System application through the Charger/Multiplexer box for uploading of citation data, and the downloading of new scofflaw lists and other changes that need to be transmitted to the handheld. The Host PC System will collect and format data for transfer to a system that contains the Parking Citation Processing Application Software.
- _____ 2. System must be able to integrate existing data or be able to convert the data to the new system.
- _____ 3. The Host PC System will provide Table Maintenance for:
- Maintaining violations table
 - Maintaining officers table
 - Maintaining geographic zones table
 - Maintaining streets listing
 - Maintaining state codes
 - Maintaining vehicle make and model tables
 - Maintaining vehicle color table
 - Maintaining stored remarks list
- Please which of these your software provides.
- _____ 4. Please describe minimum specifications for installation of system.
- _____ 5. Please Describe database environment.
- _____ 6. Does the system allow for Virtual Environments?
- _____ 7. • The Host PC System will provide Table Maintenance for:
- Maintain violations table
 - Maintain officers table
 - Maintain geographic zones table
 - Maintain streets listing
 - Maintain state codes
 - Maintain vehicle make and model tables
 - Maintain vehicle color table
 - Maintain stored remarks list
- _____ 8. The database used must be ODBC compliant and capable of backing up and restoring data as necessary.
- _____ 9. The Host PC System must be able to download citation information to the Computer System 'Aztec' used by the City Court Department and upload information (Scofflaws, etc.) from the Court's Aztec system. (Ability to adapt to any new system City Court may utilize. New system with be AJACS) Please list all court systems you can interface with.

- _____ 10. Availability of remote access.
- _____ 11. Must work within the City of Tucson client and server environment.

Citation System Reporting

The system must at a minimum provide the following standard reports.

- _____ 1. Display delinquent ticket list for a vehicle
- _____ 2. Daily ticket listing
- _____ 3. Voided ticket listing
- _____ 4. Workload activity by agent
- _____ 5. Workload activity by violation
- _____ 6. Workload activity by day and hour
- _____ 7. Workload activity by zone, area, street, activity, and cites issued
- _____ 8. System must provide for Ad-hoc reporting. Please indicate how this may be accomplished.

Citation System - Other Application options

- _____ 1. Registered Owner Retrieval – Vendor to provide cost for an application that will allow for online batch submission of requests and full integration with Citation Issuance System. The application needs to comply with the Federal Drivers Privacy Act and the laws of the State of Arizona governing access to motor vehicle records. This information would then interface to City's Courts system (Data transfer)
- _____ 2. Mobile License Plate Recognition – Vendor to provide a cost for an application (both hardware and software) that will allow parking enforcement to reduce ticket fraud or mistakes, the LPR unit is used to capture the plate number and image of the cars. The information may be used to calculate the parking time or provide a proof of parking in case of a lost ticket or overtime parking.
- _____ 3. Optional SCoflaw check with State.
- _____ 4. Smart Parking Meter System – Vendor to provide a cost for a mobile system that will provide an efficient means by which parking agents may detect violations at parking meters or garages by radio or over a wireless system. Vendor needs to provide a system whereby enforcement agents do not need to continuously and physically monitor all parking meters and/or spaces. Instead, the agents will be able to concentrate their efforts elsewhere and be notified only when an infraction has occurred.

Enforcement Vehicle

-
1. Currently ParkWise has an aging fleet of vehicles they use to enforce parking rules and regulations. Vendor is to supply examples and costs of proposed vehicles.

3.3 Technical Requirements

Response to requirements are requested in two formats: 1) a written response to a question/request statement if present, and 2) a single letter response of **Y**, **N**, **M**, **F**, or **T** to the “ability to/provision for” phrases. Enter your written responses immediately below the question, using Arial Italic, font size 10. Insert additional rows in tables as needed.

3.3.1 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?

3.3.2 System and Application Architecture

1. The underlying architecture of the application design is important to the City. Please describe your system architecture model and explain the capabilities and features of this model that led to your use of it in developing this system.
2. Describe the design philosophy of your application. Include in your response the degree to which there is a common design philosophy across all modules, common programming languages and tools, and the extent of shared software code across all applications (e.g., the code to generate an address label should be the same code for that function in all components of the application).
3. Describe your approach to ensure scalability of the product. This includes transaction growth, upgrades and replacements of components of the architecture, technology, and application.
4. List the special access capabilities for which you provide the customer the ability to augment your solution. These might include touch screen, imaging, voice response, computer integrated telephony, wireless, etc.
5. What is the source language(s) of the product?
6. Is the source code available and, if so, under what conditions/terms?
7. What is ability to support industry standards in areas such as communication protocols, security, EDI, object technology, user interfaces, etc. Please comment on any area where you do NOT support industry standards.
8. 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.

3.3.3 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.
2. Indicate whether each configuration is actually in production at a municipality relatively our size.

Hardware	Operating System	Production Status (Y/N)

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

Environment vendor	Supported versions	Production or test

4. 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. Examples of operating systems are Linux, Macintosh/OS 10.0, Windows 2000, Windows XP, Windows Vista, etc.

Hardware/Operating System Platform	Clients Supported

5. 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

3.3.4 Database

1. What technology does your relational database management system (RDMS) use to ensure integrity and completion of all transactions? Two-phase commit is one such technology.
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.

3.3.5 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.

3.3.6 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.).

3.3.7 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.

3.3.8 Interfaces

- 1. List which standard data interface formats and methods you natively support (XML, CSV, EDI, etc.).
- 2. The application should have provision in the program for any subroutines on accepted data such as aggregation, subtotalling, concatenation, etc. List what types of subroutine are supported in existing data interfaces.

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.
- 2. What provision do you make for training the typical system user training to address those issues that will be encountered during day-to-day use? Be sure to include training on all system functionality—including screen and report use—and ad hoc report creation and use.
- 3. What provision do you make for Administrator training to address those issues involved with the administration of the system? Should it be a separate training session?
- 4. What provision do you have to provide technical training to City IT staff, as necessary? Please address how you will address training on the responsibilities related to system operation and management, security, problem identification, and problem resolution.
- 5. Describe whether the City's training facility (12 configurable workstations in a dedicated training room) is sufficient to deliver the training being proposed?
- 6. Do you have the ability to provide web-based training?
- 7. What provision have you made for having a system environment available for training exercises?
- 8. List in the following table each training module, its length, whether or not it is on-site, whether it is designed for technical or administrator/user level audience, and if optional or required.

Training Module	Class Days/Hours	On or Off Site	Audience	Optional or Required

4.2 Implementation

1. Please state the assumptions that are implicit in your implementation timetable (City resources, your resources, third parties, etc.) and list the effect(s) of those assumptions not being met.
2. The City will perform overall project management. Describe what provisions you will make to provide a project manager for your staff who will support overall project objectives and work effectively with the City project manager and staff.
3. Briefly describe your own project management methodology.
4. Please attach a high-level project schedule, with milestones from each implementation phase.
5. Describe your approach to project communication, the strategy, the calendar, and responsible parties.

4.2.1 City Hosted Implementation

If you are not proposing a City-hosted implementation, please insert the phrase “DOES NOT APPLY” in bold letters here. You may then delete the remainder of this section.

1. 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

4.2.1.1 Technical Support – City Hosted

1. List your technical support service offerings, their rates or fixed costs, and whether or not the service is included in the base cost of the system or optional.

Description of Support Services	Rate	Bundled or Optional

2. Describe the terms and conditions of your technical support service contract.
3. List the locations of the nearest support offices in the Mountain and Pacific time zones, and the number of support people at each location.
4. Describe your problem management and escalation procedures. Include information about logging and tracking calls, mean response time, and acknowledgment and confirmation to the customer.

5. What percent of support calls requires a call back to the customer due to problem research, non-availability, or escalation?
6. Is there an on-line database of questions and answers about service/support issues that is accessible to clients? Can clients access the database 24 hours a day?

4.2.1.2 Hardware Estimates for City Hosted

1. Should the City choose to host the application suite, hardware cost estimates are needed. The City will procure the appropriate hardware separately, but must know vendor recommendations. The City does not want minimal recommendations, but optimal. The City wants assurance that the hardware specifications will support the City transaction and access levels growth for a minimum of five years.
2. Provide hardware recommendations in the table below; repeat the table (if necessary) to indicate different server options (ex. UNIX vs Windows).

Server Function	Stand Alone Required (Y or N)	Server Type/OS	Sizing Characteristics
Ex. Development			
Ex. Database			
Ex. Production			
Ex. Training			

3. The City *strongly* prefers that applications be capable of running on a virtual server and that they do not require a standalone server. Please list which instances of your applications (production test training development, etc.) on currently supported and/or installed in production on virtual servers.

4.2.2 Vendor Hosted Implementation

If you are not proposing a Vendor Hosted implementation, please insert the phrase “DOES NOT APPLY” in bold letters here. You may then delete the remainder of this section.

1. 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

2. Describe your approach to project communication, the strategy, the calendar, and responsible parties.
3. Describe the role of City technical staff in this implementation.

4.2.2.1 Vendor Hosting

1. Describe the physical security of the hosting data center. Include security provisions for staff, as well as facilities.
2. Describe the electronic security of the hosting data center. Include external and internal provisions.
3. Describe the mechanisms used to ensure protection of City data, passwords, etc.
4. Briefly describe your overall backup and recovery strategy and a disaster recovery or business resumption strategy.

Miscellaneous:

- _____ 1. Ability to provide City with all City data in easily usable electronic form at regular intervals.
- _____ 2. Ability to establish interfaces between other City applications and this hosted product so that data can flow in both directions.
- _____ 3. Provision of hardware environment that yields 99.9% uptime, exclusive of planned maintenance windows.
- _____ 4. Provision of notification to City for downtime in advance if planned and immediately if unplanned.
- _____ 5. Provision of secure network connection between City users and host site via industry standard techniques.
- _____ 6. Ability to restore entire environment within contracted durations.
- _____ 7. Ability for users to schedule and submit jobs.
- _____ 8. Provision for Vendor monitoring of system operation to detect hung processes or inactive sessions and take action.
- _____ 9. Ability to provide redundancy in network and hardware environments.
- _____ 10. Ability for users to run reports during all hours except for specified maintenance windows of no greater than two hours per day.
- _____ 11. Provision of security so that the City's data is available only to authorized users.
- _____ 12. Ability to accommodate growth in City's requirements.
- _____ 13. Provision of notification and appropriate City testing of software updates and security patches.
- _____ 14. Provision for encryption capability option that prevents unauthorized access to data.

4.3 Deliverables and Acceptance

Please indicate your agreement to the acceptance criteria below.

	Deliverable	Acceptance Criteria
_____	Successful installation of the system on a City server.	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.
_____	Training Services and materials and system documentation.	Successful completion of training events as determined in the proposal contract. Delivery of the system documentation as determined in the proposal and contract.
_____	Software and hardware support for a specified warranty period and proposed terms and conditions for the first five years of annual software support.	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.
_____	The City requires a minimum and error-free acceptance testing period of 30 working days to complete final acceptance testing after the Contractor(s) verifies the system is ready for acceptance testing to begin.	The system shall run without a high-severity error for thirty (30) days in order to be deemed, in writing by the City, that the system is accepted.

4.4 Acceptance Testing

1. Please describe what provision you will make for a testing plan to determine that the system is operating properly, including—at a minimum—that all required functionality specified herein is included and performs as required.
2. Describe what provision you make testing data conversion and how the customer will be presented with an acceptance of the conversion.
3. Describe your provision for testing in a post-configuration environment, including the time allowed for all severe errors to be corrected before final acceptance. 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.
4. Please 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.

4.5 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 fourteen (14) hours per day, five (5) business days. Describe what methods you use to support the system remotely (e.g. VPN, etc.).
4. For a City hosted application, if the application is down for longer than one business day, are you willing to make a technician available for on-site troubleshooting? Be sure to specifically indicate the level of on site List your technical support service offerings, their rates or fixed costs, and whether or not the service is included in the base cost of the system or optional.

Description of Support Services	Rate	Base Cost or Optional

1. Describe the terms and conditions of your technical support service contract.
2. List the locations of the nearest support offices in the Mountain and Pacific time zones and the number of support people at each location.
3. List the levels of technical support, times of the day each level is available, and method of contact.
4. Describe your problem management and escalation procedures. Include information about logging and tracking calls, mean response time, and acknowledgment and confirmation to the customer.
5. 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?

4.6 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?

4.7 Defective Product

1. All defective products provided by the Contractor under this agreement shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. The City must receive all replacement products within seven (7) days of initial notification.

4.8. National Program Requirements

Provide a response to the national program requirements, as follows:

1. Include a detailed response to Attachment A, 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 an Administration Agreement with National IPA. A sample Administration Agreement is provided as Attachment A, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.
3. Identify all other companies that may be involved in processing, handling or providing products or services available to agencies nationwide. Include any subsidiaries or company owned entities that may provide products or services under the Contract.

5. Cost

Costs are evaluated on a fully loaded five-year cost of ownership. All costs must be itemized according to the proscribed table formats for details behind the summary line information. If the tables provided do not include a provision for a cost category, add it within the table.

Describe the costs to the City for the following scenarios. If your solution is hosted, provide total costs including application and hosting charges and separate the fees, if possible. If your solution is locally supported, provide costs for application acquisition, maintenance, and estimates of server hardware/software and telecommunications costs, both acquisition and on-going maintenance. In all approaches, include any other costs, such as data acquisition costs from previous database. Describe your assumptions for each scenario.

The City-hosted and Vendor-hosted options apply. Please complete one or both options, depending on the requested responses. If you are NOT submitting a response under an option, please insert the comment "DOES NOT APPLY" under the title for that section.

5.1 Cost Summary – City Hosted

If you are not submitting an offer for a City-hosted solution, please insert the phrase "DOES NOT APPLY" in bold letters here. You may then delete the remainder of this section.

Description	Total Cost \$
1. Base System Modules (exc. Maintenance)	
2. Optional Modules in Suite (exc. Maintenance)	
3. Optional Software from Partners	
4. Implementation Planning & Consulting	
5. Training	
6. Expenses	
7. Software Maintenance & Support (for 5 years)	
8. Additional Software Tools or Utilities	
9. Hardware and/or Hosting cost (If applicable)	
10. Additional Services (specify)	
DO NOT APPLY SALES TAXES	
<LESS DISCOUNT>	
TOTAL	

5.1.1 Detailed Cost Schedules Supporting Cost Summary

Provide an itemized breakdown of all software being proposed from the core system, optional modules, and third party. NOTE: *If annual maintenance varies by year, provide detail in section 6.2.7 below.*

5.1.1.1 Core System Modules

1. List the required modules for the base system and additional modules that are necessary to meet the City's core requirements as outlined in the Application Software section of the RFP.

Description	Software License Fee	Cost of Required Training	Annual Maintenance* (give details in #7, below)
Core System Modules			
Total			

5.1.1.2 Optional Modules in Suite

1. List the modules contained in the product suite that are beyond the City's core system requirements, and are optional purchases.

Description	Software License Fee	Cost of Required Training	Annual Maintenance* (give details in #7, below)
Optional Modules in Suite			
Total			

5.1.1.3 Software from Partner or Third Party

1. List software being proposed that is provided by a third party.

Description	Software License Fee	Cost of Required Training	Annual Maintenance* (give details in #7, below)
Software from Partner or Third Party (list)			
Total			

5.1.1.4 Implementation Planning and Consulting

1. List recommended consulting services for implementation. This should include all services that will be needed to install the modules, test, and review after go-live. Expand the description for each service if needed for clarification. Following the table, give the reasons for the recommendations.

Description and Amount of Recommended Consulting Services	Amount in Person-Time (e.g. Person-hours)	Total Costs
Planning		
Conversion & Implementation (Break down this category)		
Other Consulting Services		
Total		

5.1.1.5 Training

1. List training categories. Indicate if bundled or unbundled and state the cost in dollars. Be sure to break out technical training for IT support staff separately from user training costs.

Training Categories – List by Audience (Technical or User)	Days	Cost
City Specific Training development - User		
City Specific Training development – Technical		
City Specific Training development – Administrative		
Total		

5.1.1.6 Expenses

1. List all relevant additional expenses such as travel supplies.

Expenses		Cost
Total		

5.1.1.7 Software Maintenance and Support

Provide detailed costs for each module or package included numbers 1, 2, and 3, above. Indicate any standard escalation rates.

List each Installed or Supported application	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Total						

5.1.1.8 Additional Software Tools or Utilities

List all software that is being proposed to assist in product development, implementation, reporting, or maintenance.

Description	Software License Fee	Cost of Required Training	Annual Maintenance*
Total			

5.1.1.9 Hardware Supplied (if applicable)

Description	Hardware cost	Configuration cost	3 years Maintenance
Total			

5.1.1.10 Additional Services

1. Please describe additional services offered (data migration, interface development, API for other programs, etc.) and provide pricing for each. Indicate whether each service will be one time or will be base-lined into the core application.

Service Description	One time vs. base-lined	Service cost
Total		

5.2 Cost Summary – Vendor Hosted

1. If you are not submitting an offer for a vendor-hosted solution, please insert the phrase “DOES NOT APPLY” in bold letters here. You may then delete the remainder of this section.

Description	Total Cost \$
1. Base System Modules (exc. Maintenance)	
2. Optional Modules in Suite (exc. Maintenance)	
3. Optional Software from Partners	
4. Implementation Planning & Consulting	
5. Training	
6. Expenses	
7. Software Maintenance & Support (for 5 years)	
8. Additional Software Tools or Utilities	
9. Hardware and/or Hosting cost (If applicable)	
10. Additional Services (specify)	
DO NOT APPLY SALES TAXES	
<LESS DISCOUNT>	
TOTAL	

5.2.1 Detailed Cost Schedules Supporting Cost Summary

1. Provide an itemized breakdown of all software being proposed from the core system, optional modules, and third party. NOTE: ***If annual maintenance varies by year***, provide detail in section 6.2.7, below.

5.2.1.1 Core System Modules

1. List the required modules for the base system and additional modules that are necessary to meet the City's core requirements as outlined in the Application Software section of the RFP.

Description	Software License Fee	Cost of Required Training	Annual Maintenance* (give details in #7, below)
Core System Modules			
Total			

5.2.1.2 Optional Modules in Suite

1. List the modules contained in the product suite that are beyond the City's core system requirements, and are optional purchases.

Description	Software License Fee	Cost of Required Training	Annual Maintenance* (give details in #7, below)
Optional Modules in Suite			
Total			

5.2.1.3 Software from Partner or Third Party

1. List software being proposed that is provided by a third party.

Description	Software License Fee	Cost of Required Training	Annual Maintenance* (give details in #7, below)
-------------	----------------------	---------------------------	--

Software from Partner or Third Party (list)			
Total			

5.2.1.4 Implementation Planning and Consulting

- List recommended consulting services for implementation. This should include all services that will be needed to install the modules, test, and review after go-live. Expand the description for each service if needed for clarification. Following the table, give the reasons for the recommendations.

Description and Amount of Recommended Consulting Services	Amount in Person-Time (e.g. Person-hours)	Total Costs
Planning		
Conversion & Implementation (Break down this category)		
Other Consulting Services		
Total		

5.2.1.5 Training

- List training categories. Indicate if bundled or unbundled, and state the cost in dollars. Be sure to break out technical training for IT support staff separately from user training costs.

Training Categories – List by Audience (Technical or User)	Days	Cost
City Specific Training development - User		
City Specific Training development – Technical		
City Specific Training development – Administrative		
Total		

5.2.1.6 Expenses

1. List all relevant additional expenses, such as travel, supplies.

Expenses		Cost
Total		

5.2.1.7 Software Maintenance and Support

1. Provide detailed costs for each module or package included numbers 1, 2, and 3, above. Indicate any standard escalation rates.

List each Installed or Supported application	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Total						

5.2.1.8 Additional Software Tools or Utilities

1. List all software that is being proposed to assist in product development, implementation, reporting, or maintenance.

Description	Software License Fee	Cost of Required Training	Annual Maintenance*
Total			

5.2.1.9 Hosting Costs

	Total Costs
Year 1 hosting costs	
Year 2 hosting costs	
Year 3 hosting costs	
Year 4 hosting costs	
Year 5 hosting costs	
Total	

5.2.1.10 Additional services

1. Please describe additional services offered (data migration, interface development, API for other programs, etc.) and provide pricing for each. Indicate whether each service will be one time or will be base-lined into the core application.

Service Description	One time vs. base-lined	Service cost
Total		

5.3 Nationwide Price Proposal

1. . How does the Offeror propose to extend pricing to National IPA Participating Agencies – i.e., what pricing is firm? What pricing is dependent upon the participating agency's needs? Provide detailed information on any other fee/revenue structures offered – e.g. outright purchase, leasing options, revenue share options, etc.

5.4 Payment

1. Each milestone shall be separately accepted by the City. The City may request that progress payments be tied to milestones achieved, so indicate which milestone would have payments tied to them.
2. Please provide your payment terms.
3. Method of payment

_____ 1. Do you have the ability to accept payment via Visa/MC credit cards is accepted, either for the product or for support?

_____ 2. Provide additional discounts for payment by credit card (i.e., does the use of the card entitle agencies to a deeper percentage discount off of a manufacturer's price list?)?

4. If additional discounts do apply (above), please provide the amount of discount.

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.

5.5 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 the warranty and extended warranty in an appendix

5.5.1 Extended Service Agreement

1. Provide costs for optional extension of service support beyond the required five years.

	Year 6	Year 7	Year 8	Year 9	Year 10	Total

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. This section is not included in the page count total of the RFP.

7. Appendices

This section is provided to insert hard copy information and materials that are requested in several sections of the proposal response. These documents do not count toward the page count total of the RFP. These hard copies should only be included in the single original hard copy proposal response and inserted with that original in a three ring binder. Include your materials under the following headings.

7.1.1 Vendor Qualifications

7.1.2 Company Organization and Segmentation

7.1.3 Financial Statements

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 _____, 2013.

Awarded this _____ day of _____, 2013.

As Tucson City Attorney and not personally

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

SOFTWARE LICENSE AGREEMENT

BY AND AMONG

[“COMPANY”]

AND

**THE CITY OF TUCSON
[“CITY”]**

EFFECTIVE AS OF

_____, 201

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this “**License Agreement**”), is entered into as of _____, 201_ (the “**Effective Date**”) by and among City of Tucson, a municipal government existing under the Laws of Arizona with its principle office located at 255 W. Alameda, Tucson, Arizona, 85701 (“**CITY**”) and _____ with its offices located at _____ (“**COMPANY**”). CITY and COMPANY are sometimes individually referred to as a “**Party**” and collectively as “**Parties**” throughout this License Agreement.

RECITALS

WHEREAS, COMPANY and/or its Affiliates own or are authorized to license certain computer software programs and related documentation and the COMPANY is in the business of licensing such software programs and providing customization, development, implementation, maintenance and other support services with respect to such software programs to end user customers; and

WHEREAS, CITY has evaluated the software products described in Attachment A to the License Agreement (“**Products**”) and desires to obtain from COMPANY, and COMPANY has reviewed the City’s needs and represents and warrants that its Products meet these needs and COMPANY is willing to grant to CITY, a license to use the Products.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

1.1 The following capitalized terms shall have the meaning set forth below for all purposes of this License Agreement:

“**Affiliate**” means, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person.

“**Agreement**” shall mean the entirety of the City of Tucson Request for Proposal No. _____, the COMPANY’s response thereto, and such additional documents and/or attachments as are referenced therein.

“**ASP**” means an application service provider providing another Person software-based application solutions that enables such other Person with transaction processing ability by remote access or other available means through the application software installed at such service provider’s site.

“Attachment A” means the document attached hereto and designated as “Attachment A”, entitled _____ and dated _____.

“Authorized User(s)” means, CITY, Permitted Affiliates, their respective employees, officers or agents (as may be permitted by CITY to access and use the Licensed Material in accordance with the provisions set forth in this License Agreement solely in relation to the services they provide to CITY).

“BSP” means a provider of business processing services, including management of the associated business process as a service bureau, using software based application solutions.

“Claims” means any and all claims, third party claims, counterclaims, complaints, demands, proceedings, actions, causes of action and suits, and investigations of any nature or kind whatsoever and howsoever arising, whether in law or in equity or pursuant to contract or statute, and whether in any court of law or equity or before any arbitrator(s) or other body, board or tribunal.

“Company Deliverables” shall mean the Products described in Attachment A in the version set forth therein and applicable Documentation described in Attachment A and additional documents or items which may be delivered by COMPANY to CITY in furtherance of COMPANY’S obligations pursuant to this Software License Unless specifically stated, reference to Company Deliverables shall not apply to any Third Party Components and CITY Deliverables included in Company Deliverables in accordance with this License Agreement or Attachment.

“Confidential Information” shall mean all business strategies, plans and procedures, proprietary information, methodologies, data and trade secrets, and other confidential information and materials of the disclosing party, its clients or other persons or entities with whom they do business that may be obtained by the receiving party from any source. Confidential Information of COMPANY includes Licensed Material, and all information relating to Licensed Material. Confidential Information of CITY includes such information as may be protected by law or other confidentiality agreements concerning third parties such as citizens, customers or prospective customers of CITY or any of its Affiliates.

“Control” means, in respect of any Person, the possession, directly or indirectly, of (a) the power to direct or cause the direction of the management and policies of that Person, and (b) ownership of more than fifty percent (50%) of the voting securities of such Person.

“CITY Deliverables” shall mean the items identified in this License Agreement and its attachments (if any) to be delivered by CITY or its agents to COMPANY and any other items identified as deliverable(s) from CITY in an applicable Statement of Work or as may be agreed between the Parties from time to time in writing that are required to be provided to COMPANY by CITY for preparation of a COMPANY Deliverable or performance of Services by COMPANY in accordance with this License Agreement.

“CITY Material” shall mean CITY Deliverables, CITY’s Confidential Information, documentation, programs, specifications, requirements, concepts, processes, inventions, work product, and any other Intellectual Property developed or owned or licensed by CITY, which

it provides to COMPANY in connection with this License Agreement, a Attachment or applicable Statement of Work. Notwithstanding the foregoing, CITY Proprietary Material shall not include the Licensed Material.

“Derivative Works” means works that are based upon or derived from proprietary material, including without limitation, a revision, modification, translation, abridgment, condensation, expansion, or any other form in which such material or any proprietary portion thereof may be recast, transformed, or adapted, and which, if prepared without authorization of the owner of the Intellectual Property Rights in such material would constitute an infringement of any such proprietary right.

“Documentation” shall mean the User Manual, Operations Manual, and Installation Manual, described in Attachment A as well as any supplements thereto.

“Enhancement” means any customization, modification, addition, revision, enhancement, improvement, and all Maintenance Services work result.

“Intellectual Property Rights” means all past, present, and future rights in or to Intellectual Property, which may exist or be created under the laws of any jurisdiction in the world, including but not limited to: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights and rights in relation to breach of confidence; (d) patents and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in subsections (a) through (e) of this sentence.

“Intellectual Property” means all algorithms, APIs, apparatus, circuit designs and assemblies, concepts, data, databases and data collections, database schema, designs, diagrams, documentation, drawings, flow charts, formulae, gate arrays, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including registered and unregistered trademarks and service marks, brand names, product names, logos, and slogans), methods, models, net lists, network configurations and architectures, photo masks, procedures, processes, protocols, schematics, semiconductor devices, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, test vectors, tools, uniform resource identifiers, user interfaces, web sites, works of authorship, and other forms of technology and intellectual property.

“License Agreement” shall mean this Agreement.

“License Fee” means: (a) for the licensed Products listed in Attachment A, the fees described in Attachment C; and (b) if CITY and COMPANY agree to license additional programs or material under this License Agreement, the applicable additional license fee in accordance with the applicable amendment to Attachment C.

“Licensed Material” means collectively: (a) the Products in the version described in Attachment B to be delivered to CITY by COMPANY in accordance with this License Agreement, (b) Deliverables in the versions delivered to CITY in accordance with a Statement of Work executed under Attachment A, and (c) any Upgrades and Documentation thereof received by CITY pursuant to the Maintenance Services.

“Losses” means any and all damages, liabilities, obligations, losses, deficiencies, penalties, interest, assessments, charges, costs and expenses, including without limitation reasonable legal fees and disbursements, and court costs, but excluding indirect, consequential and punitive damages.

“Maintenance Services” means the maintenance and support services described in Attachment C for annual maintenance services pursuant to the License Agreement.

“Object Code” means computer programming code, routines and programs in machine executable form.

“Permitted Affiliate” means an Affiliate of CITY with respect to whose business CITY has obtained an Add-on License pursuant to Section 2(1)(b) of this License Agreement.

“Permitted Site” shall mean CITY’s premises identified and set out in the License Agreement, Request for Proposal or such other location owned or leased by or under the control of CITY that may be substituted or added in accordance with Section 2.4.

“Person” means any natural person, corporation, limited liability COMPANY, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental Authority or any other legal entity.

“Product(s)” means the software product(s) or components described in Attachment A.

“Request for Proposal” (“RFP”) means the document published by the City defining its needs, requirements, and form of contract, and any amendments or clarifications subsequently published by the CITY on its public web site.

“Services” shall mean the professional services described in the License Agreement, or Request for Proposal including without limitation, customization, development, delivery and installation of the Company Deliverables, testing and implementation support, maintenance and other services related to the Licensed Material.

“Statement of Work” or “SOW” shall mean the portions of the License Agreement, or Request for Proposal that define the specifications and deliverables to be provided by the COMPANY.

“Target Environment” shall mean CITY’s production physical and logical environment as described in Attachment D.

“Upgrade” means any future releases of COMPANY’s Product included in the Licensed Material planned and developed by COMPANY, from time to time, for general distribution

to its customers of the Products who purchase or subscribe to the annual maintenance services for the Products.

“Use” means operating the Licensed Material in the internal business operations of the CITY, including the acts of installing, executing, processing, transmitting, transferring, loading and storing of data by Authorized Users in connection with the business of the CITY.

1.2 Other Defined Terms. All other capitalized terms used in this License Agreement not otherwise defined in Section 1.1 above shall have the meanings assigned in the part of the License Agreement in which they are defined.

1.3 Interpretations

1.3.1 Where any payment falls due for payment on a non-Business Day, then payment shall be made by the paying party on the next succeeding Business Day.

1.3.2 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.3.3 The singular includes the plural and vice versa.

1.3.4 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, notated, supplemented or replaced from time to time providing they are amended, notated, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.3.5 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.3.6 Reference to a party includes that party’s employees, agents and/or consultants.

1.3.7 The term “or” shall include the conjugate form so that where appropriate, the use of the term “or” should be interpreted as “and/or”.

1.3.8 In the event of any conflict between the provisions of this License Agreement and the provisions of the Schedules, Exhibits or Attachments hereto or the provisions of the License Agreement, or RFP, the provisions of this License Agreement shall prevail with respect to any matters relating to scope of license, ownership of Intellectual Property and Intellectual Property Rights, limitation of liability, warranties, indemnification and confidentiality obligations.

2. LICENSE

2.1 Grant of License.

- (a) Subject to the terms and conditions set forth in this License Agreement and payment of the applicable License Fees, effective upon the delivery by COMPANY to CITY of the Product, in return for payment of the License Fees and other charges agreed herein, COMPANY hereby grants to CITY and CITY hereby accepts, an irrevocable (except as provided in Section 11), non-exclusive, fully paid up (upon payment of the applicable License Fees), royalty free, non-transferable (except as specifically permitted under this License Agreement), right and license to Use and to permit its Authorized Users to Use the Licensed Material at Permitted Sites and on the Target Environment during the Term for CITY's and Permitted Affiliates business processes. The forgoing license does not (a) authorize installation of the Licensed Material at any site other than the Permitted Site(s), (b) permit access to and Use of the Licensed Material for any purpose other than as permitted under this License Agreement, or (c) permit access to and Use of the Licensed Material to any Person other than Authorized User. The License granted to the CITY is conclusively defined in this License Agreement and the relevant Appendices. Any extension or change of the contractual use of the License Material requires the COMPANY's prior written consent and authorization. CITY is responsible to ensure compliance with all license restrictions and other applicable terms and conditions of this License Agreement by each Authorized User. Any breach or non compliance of the terms and conditions of this License Agreement by any Authorized User shall be deemed to be a breach or non compliance by the CITY. The CITY will indemnify and defend the COMPANY in respect of any breach of this License Agreement by Authorized Users or in respect of any act (or failure to act) by the Authorized Users which would constitute breach of this License Agreement if carried out by the CITY.
- (b) Add-on License. The License granted herein does not authorize the Use of the Licensed Software for (a) processing any business of an Affiliates of CITY ("Affiliate's Business"), (b) the business of the CITY outside the United States and its protected territories ("Extra Territory Business") or (c) for additional business of CITY or an Affiliate resulting from or arising in connection with the acquisition by CITY or a permitted Affiliate of the assets or business of any other entity or merger of CITY or its permitted Affiliate with another entity ("Acquired Business"). Each Affiliate Business, Extra Territory Business and Acquired Business is referred to in this License Agreement as a "New Business." If at any time CITY desires that the COMPANY extend the license granted hereunder to permit a New Business to Use the Licensed Software, then, COMPANY and CITY will negotiate in good faith the terms and conditions and the additional license fee that would apply to an add-on license for each New Business. CITY agrees not to Use or permit a New Business to use the Licensed Software for processing the business of such New Business unless and until the COMPANY, CITY and the applicable New Business have executed an add-on license agreement ("Add-on License") and the applicable additional license fee ("Add-on License Fee") is paid to the COMPANY. COMPANY agrees that COMPANY's Add-on License Fee charged to CITY for each such Add-on License will not be higher than the license fee then charged to other customers of COMPANY. Upon

grant of an Add-on License by the COMPANY, CITY shall ensure that each permitted New Business will agree and abide by the terms and conditions of license hereunder. In any event, CITY assumes full responsibility for the actions or omissions of its permitted New Business with respect to the Use of the Licensed Software pursuant to the provisions of this License Agreement.

- (c) The licenses granted herein and the provisions of this License Agreement do not grant or convey to CITY any ownership rights, interest or title in or to the Licensed Material any Intellectual Property Rights therein nor do they permit CITY to make Derivative Works (other than by obtaining any Derivative Works from COMPANY under and in accordance with Attachment A) or to make copies of the Licensed Material except as specifically authorized under this License Agreement or with prior written permission of COMPANY. To the extent that Product and/or the Licensed Material consists of any software codes, such material, when delivered to CITY pursuant to this License Agreement, shall be delivered by COMPANY in Object Code form only and CITY shall not have any right or license with respect to the Source Code of the Product and/or the Licensed Material.

2.2 Customization and Maintenance Services. The Parties acknowledge and agree that this License Agreement and Attachment A are contemporaneous contracts requiring the CITY to obtain any and all services related to the Products and Licensed Material exclusively from the COMPANY, or such subsidiaries, contractors or resellers as may be specifically identified or approved by the COMPANY, unless otherwise agreed by COMPANY in a written amendment to this License Agreement. CITY hereby retains COMPANY, and COMPANY agrees to provide to CITY Services related to the customization, enhancement, implementation, maintenance and other services described in the Agreement. The CITY acknowledges that any modification, alteration, enhancement or customization to the Products or the Licensed Material may be carried out only by the COMPANY or with the prior written consent of and based on specific agreement with the COMPANY or licensor of the Product and no third party other than the COMPANY or the licensor of the Product or any party specifically authorized by them in writing may be allowed to do so. Before involving third parties in carrying out any modifications, alterations or enhancements to the Products, if permitted by the COMPANY, the CITY shall provide the COMPANY with a written, legally binding statement of the third party, whereby it assumes an undertaking towards the COMPANY and its licensors that it will observe the provisions of this Agreement.

2.3 Permitted Site(s) and Target Environment. The Licensed Material will be delivered and initially installed and maintained at the CITY's premises described in Appendix D ("Permitted Site"). CITY may, upon written advance notice to COMPANY, relocate the Licensed Material to another Permitted Site and may install or permit the installation of the Licensed Material at such new Permitted Site, provided that the Licensed Material shall not be installed in more than one Permitted Site at any given time. If CITY relocates the Licensed Material to a new Permitted Site, CITY will notify COMPANY of the address of the new Permitted Site. If the CITY desires to install or installs the Licensed Material in any additional Permitted Site for production purposes, the CITY

shall pay the COMPANY additional license fees, which shall be agreed between the parties.

2.4 CITY acknowledges and agrees that the Licensed Material is designed to operate only in the Target Environment as set out in the relevant Attachment D to the license Agreement and that Licensed Material may not operate, function or conform to Specifications if used on any system other than the Target Environment. Notwithstanding the above, COMPANY shall support and render installation assistance to the CITY for the implementation of the Licensed Material on virtual machines for the purposes of testing, staging, quality assurance, and/or training. It is a condition of this License that the Target Environment onto which all or part of the Licensed Software is copied, even for a short period, must be in the direct possession of the CITY and on the Permitted Site. Except as otherwise agreed in the relevant Appendix the Licensed Material may be transferred, upon written notice of one (1) month in advance to the COMPANY, to another Target Environment of like configuration as the Target Environment. The Target Environment and other permitted environments onto which all or part of the Licensed Material is stored or used must always be in a Permitted Site and in direct possession and control of CITY.

2.5 Permitted Environments. In addition to Use of the Licensed Material in the Target Environment in accordance with Section 2.3, CITY may separately install and Use the Licensed Material for the following purpose(s) and in the following environments:

- (a) disaster recovery, provided that such Use of the Licensed Material in a disaster recovery environment shall be limited to testing the readiness of the disaster recovery environment unless and until CITY's Target Environment becomes unavailable due to an event of Force Majeure, in which event CITY may use the Licensed Material in the disaster recovery environment for purposes agreed in this License Agreement subject to and in accordance with Sections 2.2, until such time CITY's Target Environment at the Permitted Site described in Section 2.4 is fully recovered;
- (b) testing, controlled staging, quality assurance and/or training installations, insofar as such installations are temporary or transitional in nature, are not used for production purposes, and otherwise comply with the provisions of section 2 of this Agreement.

CITY may also permit its technical and administrative personnel other than Authorized Users to access and Use the Licensed Material solely for administrative or technical support functions and not as part of production processing of live data

2.6 Documentation. COMPANY will deliver initial versions of Documentation for the Product to CITY in both hard copy and electronic forms at the time of delivery of the Product. Thereafter, COMPANY will deliver updated versions of the Documentation periodically as required in accordance with Attachment A.

- 2.7 Proprietary and Confidentiality Markings or Notices. The CITY shall retain all of the COMPANY's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the Licensed Material. CITY shall not; permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of COMPANY's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the Licensed Material or components thereof provided to CITY hereunder. The CITY shall include on all copies of all or part of the Licensed Material including the Documentation, a reproduction of the COMPANY's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice.
- 2.8 Restrictions on Copying. Copying of the Licensed Material is prohibited unless expressly authorized in this Agreement or the relevant Appendix or otherwise in writing by the COMPANY. CITY is responsible for controlling the original Licensed Material and any copies thereof and ensuring that the Use thereof is in accordance with the terms of this Agreement. CITY may make a reasonable number of additional copies as back up. All software and hardware equipment onto which all or part of the Licensed Material is copied must always be in a Permitted Site and in direct possession and control of CITY. CITY is responsible to include reproduction of all of COMPANY's copyright notice and other COMPANY proprietary markings on every copy of the Licensed Material made by or on behalf of CITY as they appeared in the Licensed Material. Copies which are no longer needed must immediately be destroyed. Except as provided in this Agreement, CITY shall not, nor permit others to, make copies of the Licensed Material.
- 2.9 Other Restrictions. Neither CITY nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the Licensed Material or otherwise grant any right under this Agreement to any third party, without the prior written consent of COMPANY. Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise (except as provided in Section 14.6) shall be null and void. CITY is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the Licensed Material or any part thereof and except as permitted the CITY is not authorized to create Enhancements to or Derivative Works of the Licensed Material or any portions thereof. The above notwithstanding, the CITY maintains rights to the software as defined under the software Escrow provisions.
- 2.10 Third Party Software. CITY acknowledges and agrees that the operation and contractual Use of the Licensed Material require the Target Environment and the use of other third party software products (not listed in Attachment B) in the versions as specified in the applicable Statement of Work or as otherwise agreed to by the Parties in writing. CITY shall be responsible for acquiring the Target Environment and all appropriate licenses from the manufacturers or their authorized dealers for such third party software products. The CITY shall be responsible for the choice, installation, use and maintenance of the Target Environment and any third party software not forming part of the Licensed Material, which is used in relation to the Licensed Material.

- 2.11 ASP and/or BSP Use. CITY shall not use or permit any other Person to use the Licensed Material to provide any ASP or BSP services. CITY shall not use the Licensed Material to provide services for processing any data or information or material to any third parties as a processing service unrelated to the regular business of CITY, whether as a service bureau or otherwise.
- 2.12 Exportation. The CITY shall have no right to use, ship or export directly or indirectly the Licensed Material for Use or any other purposes in any of the countries or territories to which the United States Department of Commerce or other United States government agency prohibits shipment or exportation without first obtaining the written permission of the COMPANY and - if necessary - of the appropriate United States government agencies. CITY warrants that it, its Affiliates and their employees shall obey all applicable laws and regulations of the United States and any other countries in which the Licensed Material is used.
- 2.13 Trademarks. CITY will have no rights in any trademarks or service marks or trade names adopted by the COMPANY and/or its licensors for the Licensed Material or any part thereof. The CITY agrees to reproduce the COMPANY's or its licensor's trademarks, service marks or trade names intact to all copies of the Licensed Material.
- 2.14 Infringement. Should the Licensed Material be used beyond the license set out in this Section 2, without prejudice to any other rights the COMPANY may have, the COMPANY shall be entitled terminate the License granted hereunder in respect of such Licensed Material, without prejudice to any other rights or remedies the COMPANY may have under this Agreement or otherwise. Notwithstanding the above, before any termination of the License granted herein, COMPANY shall give City written notice of the specific infringement claimed and thirty (30) days to cure or seek an agreement with COMPANY not to terminate the License, or, if necessary, an injunction or other judicial order, preventing the termination of this License Agreement and the License(s) granted hereunder.

3. DELIVERY AND TESTING OF THE LICENSED MATERIAL

- 3.1 Delivery of the Licensed Material. The delivery of the Licensed Material shall be effected when the COMPANY transfers the appropriate data media to the CITY or transmits the Licensed Material by telecommunication facilities. This delivery must be acknowledged in writing by the delivery of a receipt via email or hard copy by the City in order for delivery to be effective. The data media are on loan to the CITY for the term of this Agreement. Partial deliveries are permitted. The Licensed Material shall be delivered in all parts to the CITY on the dates provided therefore in the Agreement. These dates shall be binding upon the COMPANY if an explicit statement to this effect is made in the Agreement. If the COMPANY has to wait for the CITY's assistance or if the COMPANY is otherwise prevented as a result of any act or omission on the part of the CITY from fulfilling the delivery obligation obligations under this Agreement, the COMPANY shall not have any liability resulting therefrom and the delivery date shall be deemed to be postponed by the duration of the impediment and a reasonable start-up period. The COMPANY shall inform the CITY of such impediments.

3.2 Choice, Installation and Use of the Licensed Material. Based upon the representations of COMPANY the CITY shall be responsible for choosing, installing and using the Licensed Material and for the results achieved therewith. The CITY is aware of the essential functional features of the Licensed Material and it is responsible for ensuring that the Licensed Material satisfies its requirements. When using the Licensed Material, the CITY shall observe the guidelines set down in the pertinent Documentation. The CITY agrees to install any Updates and New Versions of the Licensed Material in due time, but in any case not to exceed twelve months following the initial release date.

3.3 CITY Responsibilities: In addition to other responsibilities described as CITY responsibilities under this Agreement CITY agrees to:

- a. Provide to COMPANY personnel reasonable access to the Permitted Sites and Target Environment if the COMPANY requires such access for its work, including online access and authorizations therefore;
- b. Provide COMPANY personnel required computer time, data media, documentation, data, information and working resources required by the COMPANY for its work;
- c. Nominate and train the appropriate number of Authorized Users for managing the Help Desk;
- d. Insure that the Licensed Material is used in strict compliance with agreed guidelines and the guidelines set forth in the relevant Documentation concerning the Use of Licensed Material and maintain records of exceptional situations and program errors, timely notify any malfunction according to the agreed procedure.

3.4 The CITY undertakes to ensure that telecommunication lines are available and maintained between the CITY's designated Site and places of performance of Services by COMPANY or the COMPANY's central maintenance site as indicated in the applicable Statement of Work. The costs of those links and equipment and telecommunication costs shall be borne by the CITY. Any additional telecommunications expenses from the COMPANY's central maintenance site shall be borne by the COMPANY during the contractually agreed standby conditions for maintenance. If the COMPANY cannot have technically simple access to the Licensed Material by telecommunications facilities or if such is not permitted by the CITY, the latter shall be liable for the consequences thereof, especially any extra costs. The COMPANY shall have no liability or obligation for any failure of the COMPANY in complying with its maintenance obligations if such failure results due to failure of the telecommunication facilities or failure of the CITY to provide the telecommunication facilities. The COMPANY shall carry out its work on condition that the CITY has duly and fully fulfilled its obligations set out in this Section 3.

3.5 CITY's Obligation to Conduct Tests. Within reasonable limits, the CITY shall carefully test the Licensed Material supplied to it to ensure it can be used on the Target Environment before it begins to use the Licensed Material for processing its operations.

This shall also apply for parts of the Licensed Material which are supplied to the CITY as part of the warranty and maintenance services. The CITY shall also take reasonable precautions in case all or some of the Licensed Material supplied to it works incorrectly, such precautions being emergency procedures, data protection, regular back-up of data, virus checks, regular checks of results, etc. If the CITY uses the Licensed Material without test, such usage shall be deemed to be acceptance.

- 3.6 Acceptance. The Licensed Material shall for each module delivered (if in modules) be deemed to have been accepted one (1) month after delivery thereof to the CITY unless within that period the CITY makes a complaint to the COMPANY in relation to the Licensed Material by mail, fax or e-mail using the address and other communication information supplied in the agreement. Complete or partial commencement of the processing of its operations by the CITY using all or part of the any module of the Licensed Material shall be deemed to be immediate acceptance of all of that module's Licensed Material. Acceptance of one ore more modules of the Licensed Material shall not constitute or imply Acceptance of any other modules which have not been specifically Accepted.

4. FEES, EXPENSES, TAXES, INVOICING AND PAYMENT

- 4.1 License Fee. For the Products listed in Attachment B, CITY shall pay to COMPANY the License Fee in the amount and manner set forth in Attachment B. For any license fee applicable to additional programs or components agreed pursuant to an amendment of this Agreement, the applicable additional license fee shall be as set forth in such amendment.
- 4.2 Taxes. CITY shall be responsible for any sales, use, value added, service or other similar taxes that may be imposed by any applicable taxing jurisdictions upon CITY or COMPANY relating to the Product delivered hereunder or the License Fee payable therefore. COMPANY agrees to separately itemize such taxes on its invoices to CITY and to remit the tax amounts received from CITY to the appropriate taxing authority. COMPANY shall be solely responsible for any corporate taxes and income taxes based upon the income or revenue of COMPANY.
- 4.3 Invoices and Payment. COMPANY shall submit invoices for the License Fee upon delivery to CITY of the Product. Invoices shall be mailed to City of Tucson Finance Department/Accounts Payable Division, PO Box 27450, Tucson, AZ 85726-7450. Payment of invoices shall be made by CITY to COMPANY within 30 days following receipt of each such invoice.

5. CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS

- 5.1 Mutual Representations, Warranties and Covenants. Each Party represents, warrants and covenants to the other that:
- (a) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability

may be limited by bankruptcy laws and other similar laws affecting creditors' rights generally and by general principles of equity;

- (b) the execution, delivery and performance of this Agreement by it does not and will not conflict with, or constitute a breach or default under, its charter documents or any agreement, contract, commitment or instrument to which it is a party; and
- (c) there is no action or proceeding pending or, in so far as it knows or ought to know, threatened in writing against it before any court, administrative agency or other tribunal that (i) could impact upon its right, power and authority to enter into this Agreement, to grant the rights and licenses granted by it to the other Party hereunder, or to otherwise carry out its obligations hereunder, or (ii) might have a material adverse effect on its business or condition, financial or otherwise that would materially impact a Party's ability to perform under this Agreement.

5.2 COMPANY's General Warranties and Covenants. COMPANY represents, warrants and covenants to CITY as follows:

- (a) COMPANY or its Affiliates own, and COMPANY is authorized to grant the rights and licenses to, the Licensed Material as set forth in this Agreement; and
- (b) COMPANY has not received any written notice or claim, and is not otherwise aware, that the Licensed Material and the Use thereof by CITY and the Authorized Users in accordance with this Agreement and the Documentation as contemplated hereunder, infringes or misappropriates, or would infringe or misappropriate the patent, copyright, trademark, trade secret or other Intellectual Property Rights of any third party.

5.3 COMPANY's Product Warranties and Covenants.

- (a) COMPANY represents and warrants that for a period of twelve (12) months from delivery of any copy of the Licensed Material to the CITY, (the "Warranty Period") the media in which the Licensed Material are delivered shall be free from defects in material and workmanship, assuming normal Use. The CITY may return any defective media to the COMPANY during this period for replacement free of charge.
- (b) COMPANY represents, warrants and covenants to CITY that, if properly used in the Target Environment in accordance with the Documentation and the terms and conditions of this Agreement, during the warranty period, if any, agreed and set forth in the Agreement (Warranty Period) the Product shall comply with, and achieve the performance and functionality in accordance with the Documentation. CITY agrees to promptly notify COMPANY in writing immediately upon discovery of any error or non-conformance of the Licensed Material. COMPANY will promptly correct or replace any error or defect in the Product reported by CITY during the Warranty Period without any additional charges to CITY for such correction or replacement.

- (c) The Licensed Material have been produced and distributed with strict procedures to protect them against viruses. If, in the CITY's opinion, there is a justified suspicion that a virus exists in his copy of the Licensed Material or if it finds a virus, the COMPANY shall assist the CITY in resolving the matter. If the COMPANY is responsible for the existence of the virus, it shall within a period of three (3) days from delivery of the copy by the COMPANY remove the virus from the Licensed Material or supply without charge a copy containing no virus. If the virus does not fall within the responsibility of the COMPANY, the CITY shall pay for the assistance provided by the COMPANY in keeping with the time and material and at the COMPANY's rates of charges valid from time to time.

5.4 CITY's Warranties and Covenants. CITY represents, warrants and covenants to COMPANY that:

- (a) CITY is responsible for selecting, installing, operating and using the Licensed Material as delivered by COMPANY and accepted by CITY and for the results achieved therewith. CITY shall also be responsible for the installation, use and maintenance of the Target Environment. CITY shall take reasonable precautions against loss of data due to any error or non-conformity in the operation or working of the Licensed material including without limitation, emergency procedures, data protection, regular back-up of data, virus checks, and regular checks of results.
- (b) The CITY is aware of the essential functional features of the Licensed Material. The CITY acknowledges that the Licensed Material has not been developed to meet the CITY's specific requirements and it is responsible for ensuring that the Licensed Material satisfies or meets its requirements. When using the Licensed Material, the CITY shall observe the guidelines set down in the pertinent Documentation. The CITY agrees to install any Updates, corrections and/or and New Versions of the Licensed Material in due time, but in any case not longer than twelve (12) months after the initial delivery date.

5.5 Warranty Disclaimers.

- (a) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER COMPANY NOR CITY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED.
- (b) Further, COMPANY does not represents or warrants that any of its respective Deliverables provided under this Agreement functions without interruption and without error or that such Deliverable will operate in every combination desired by the other Party with any data, computer systems and programs of its choice or

that the remedying of one program error does not result in the occurrence of other program errors.

5.6 Warranty Limitations and Release. COMPANY shall be released from its warranty obligations under Sections 5.2 and 5.3, subject to Section 2.14, to the extent that any infringement, errors, fault or non-compliance arises due to circumstances for which COMPANY is not responsible, including without limitation: (a) modification of the Licensed Material after delivery to CITY, if such modification was not made or authorized by COMPANY; (b) use of the Licensed Material contrary to the Documentation provided by COMPANY; or (c) use of the Licensed Material other than in Target Environment or use of the Licensed Material in combination with products and systems not contemplated in the applicable Documentation or Specification; or (d) infringing element or defects contained in any CITY provided Material. Further, COMPANY shall not be considered to be in breach of the warranties to the extent that COMPANY offered to CITY a correction or Upgrade and CITY failed to implement such correction or Upgrade within the timeframe defined in section 5.4. In such cases, the work put in by the COMPANY in order to determine the cause of the fault and to remedy the fault shall be invoiced in accordance with the COMPANY's current rates of charges. This shall also apply to consequential services or supply of products in relation to such work, including but not limited to the delivery of a corrective code or a corrected version of the defective part of the Licensed Material or for instructions as to how the error can be avoided. The COMPANY shall also be released from its warranty obligations if the CITY does not complain of a program error promptly or does not put into productive operation a corrective code provided by the COMPANY in fulfillment of its warranty obligations or a correct Update or Version of the pertinent part of Licensed Material which it has supplied.

6. CONFIDENTIALITY

6.1 Obligations of Confidentiality. Each Party (in such capacity, the "**Receiving Party**") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) of the other Party (in such capacity, the "**Disclosing Party**") provided by the Disclosing Party or otherwise received by the Receiving Party hereunder as allowed by State Statute. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any Person or entity other than those directors, officers, employees, agents, subcontractors, Permitted Affiliates, Authorized Users of the Receiving Party who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights, under this Agreement unless required by State Statute or Court Order. In addition, the Receiving Party shall (a) take all reasonable steps to prevent unauthorized access to the Disclosing Party's Confidential Information; (b) not use the Disclosing Party's Confidential Information, or authorize other Persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing the Receiving Party's obligations or exercising the Receiving Party's rights hereunder; (c) upon the request of the Disclosing Party and a reasonable opportunity to

comply, comply with any legal and/or regulatory requirements applicable to the Disclosing Party or its vendors regarding security and data protection (and in such cases, the Disclosing Party will reimburse the Receiving Party for the reasonable, actual additional costs, if any, incurred by the Receiving Party in complying with such requirements); and (d) promptly advise the Disclosing Party in the event it learns or suspects that any of the Disclosing Party's Confidential Information in the Receiving Party's possession has been revealed or improperly acquired by any third party, and shall assist the Disclosing Party in its efforts to retrieve the material and mitigate the effects of the exposure or loss. As used herein, "reasonable steps" means steps that a Party takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care.

6.2 RESERVED

Section 6.2 is intentionally left blank.

6.3 Exclusions. The provisions of this Article 6 respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information: (a) is already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (b) is subsequently learned by the Receiving Party from an independent third party free of any restriction and without breach of this Agreement; (c) is or becomes publicly available through no wrongful act or omission of the Receiving Party; or (d) is independently developed by or for the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party. Further, Receiving Party shall not be in breach for disclosure to the extent required pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange or self regulatory agencies (provided, however, that to the extent practicable and lawfully permitted, the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).

6.4 Privacy Compliance. Notwithstanding any other provision of this License Agreement, to the extent Nonpublic Personal Information is disclosed to or otherwise obtained by COMPANY in connection with the matters contemplated by this Agreement, COMPANY will keep such Nonpublic Personal Information strictly confidential and strictly limit COMPANY's use thereof to the purposes contemplated by this Agreement. For the purposes of this provision, the term "**Nonpublic Personal Information**" is defined as any non-public personally identifiable information of an individual, including, but not limited to, CITY's or its Affiliates' customers or employees, including Authorized Users.

6.5 Receiving Party's Employees and Others. The Receiving Party shall take reasonable steps to advise its employees, agents, contractors, subcontractors, Authorized Users of the Receiving Party's obligations of confidentiality and non-use under this Article 6.

6.6 Return or Destruction of Confidential Information. Upon the Disclosing Party's written request at any time, including following the expiration or termination of this Agreement, the Receiving Party promptly shall cease to use the Confidential Information and return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof, and shall provide the Disclosing Party with a written statement certifying that all such material has been returned or destroyed. Notwithstanding the foregoing sentence, if and to the extent the license and rights granted to the Receiving Party with respect to any Confidential Information survive the termination of this Agreement, Receiving Party may retain Confidential Information of Disclosing Party and use such information to the extent that such information is reasonably necessary in connection with Receiving Party's exercise of the license and rights as permitted under this Agreement; provided, however, that all such Confidential Information retained by the Receiving Party shall remain subject to the provisions of this Article 6 for so long as it is so retained. For greater clarity, COMPANY and CITY each acknowledges and agrees that nothing in this Article 6 shall entitle either party to require the other party to return, or cease Use of, any material (including, in the case of CITY, the Licensed Material) so long as the license granted to such party under this Agreement remains in effect, including by survival after termination of this Agreement to the extent such survival may be expressly provided hereunder. If requested by the Disclosing Party, the Receiving Party shall certify in writing its compliance with the provisions of this Section 6.6.

6.7 Lawful exercise of license or rights. Notwithstanding anything to the contrary in this Agreement as between the Parties, the title and ownership of Confidential Information shall remain exclusively with the Disclosing Party. Disclosure of Confidential Information of a Party to the other Party shall not be construed as a grant of any license or other rights in or to the Confidential Information except as specifically set forth in this Agreement. Nothing contained in this Article 6 is intended nor shall anything herein be construed as restricting either Party from lawfully exercising the rights and licenses granted to such Party under this Agreement and any such use, copying or disclosure made by a Party in exercise of such Party's license rights and subject to the restrictions applicable to the license shall not be considered as a breach of this Article 6.

6.8 Survival of obligations. The obligations under this Article 6 shall survive the termination of this Agreement.

6.9 Cumulative Remedies. Each Party shall have and may cumulatively exercise all rights at law or in equity for the protection of its Confidential Information, including obtaining an injunction enjoining the breach or threatened breach of this Article 6.

7. OWNERSHIP AND PROPRIETARY RIGHTS

7.1 Product and the Licensed Material. CITY acknowledges and agrees that COMPANY does and will continue to own all Intellectual Property and Intellectual Property Rights in or attached to the Product and Licensed Material, including without limitation, in or attached to any Enhancement and Upgrades and any Derivative Works thereof even if

made by or on behalf of the CITY. Nothing contained herein shall be construed as a transfer, assignment or conveyance by COMPANY to CITY of the ownership, interest or title to the Intellectual Property or Intellectual Property Rights in or attached to the Licensed Material or any Enhancements, Upgrades or Derivative Works thereof. Subject to the provisions of this Agreement, CITY shall have the non-exclusive license and rights granted by COMPANY pursuant to Article 2 hereunder.

- 7.2 CITY Material. The ownership and title in any Intellectual Property and Intellectual Property Rights in or attached to any CITY Deliverables and CITY Proprietary Material that CITY provides to COMPANY in connection with the performance of Services or for incorporation in the Licensed Material shall remain with CITY and its applicable licensors and nothing contained in this Agreement is intended to nor shall be construed to effect any transfer of ownership rights or title of CITY or its licensors to COMPANY. To the extent any CITY Deliverables or CITY Proprietary Materials are used or incorporated in the Licensed Material, CITY hereby grants to COMPANY a non-exclusive, irrevocable, worldwide, fully paid up and royalty free right and license to use, copy, display, sublicense and distribute such material as part of Licensed Material and/or COMPANY's product(s) and to create Derivative Works thereof within any future Enhancement of or Upgrade to the Licensed Material, provided that such right and license shall exclude all Marks of CITY.
- 7.3 Trademarks. Nothing herein is intended to provide any Party any right to use or exploit any trademark, service mark, business name, trade dress or logo ("**Mark**") of the other Party, and neither Party shall utilize any such Mark of the other Party without the express written consent of the other Party unless it is obligated to reproduce such Mark under this Agreement.
- 7.4 COMPANY's Marketing Rights. Nothing in this License Agreement shall prevent COMPANY from transacting similar business either for itself or for any other Person or to offer same or similar products or services to any third parties.
- 7.5 Residual Knowledge. Nothing in this License Agreement is intended to prevent either Party from using the knowledge, skill and general experience gained by it or its employees in the performance of this License Agreement to the extent they are retained in the unaided memories of such Party's personnel. Such personnel's memory will not be considered to be unaided if such personnel makes reference to refresh his memory to documents containing Confidential Information belonging to the other Party or the Source Code of the other Party. Nothing contained in this Section 6.6 shall be construed as granting separate license to the Intellectual Property or Confidential Information by one Party to the other Party.
- 7.6 Ownership of Data. COMPANY acknowledges that all data related to this project (including but not limited to names, addresses, personal contact information of people involved in an incident; photographs; investigative materials; correspondence; identifying and tracking information; maps; and all other CITY records), either as provided initially by the CITY; in subsequent data transmittals; or as keyed, delivered, interfaced or otherwise created in the system, is the sole and exclusive property of the

CITY The COMPANY makes no claim on the data, and 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.

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

8. RESERVED

Section 8 is intentionally left blank.

9. INDEMNIFICATION

9.1 Infringement Indemnity by COMPANY.

- (a) To the extent a Party becomes aware, such Party shall promptly and fully notify the other Party of any Claim by any third party asserting that the Use by CITY or an Authorized User of the Licensed Material infringes or is likely to infringe the Intellectual Property Rights of such third party. COMPANY will defend, indemnify and hold harmless CITY, Authorized Users, and CITY's directors, officers, employees and agents (collectively, "**CITY Indemnified Parties**") from any and all Losses arising from any such Claim, provided that COMPANY shall have no obligations to CITY or CITY Indemnified Parties under this Section 9.1 or Section 9.2 below.

9.2 Additional Obligation of COMPANY. Subject to the forgoing provisions, in the event that any infringement Claim is initiated against COMPANY or a CITY Indemnified Party, or in COMPANY's sole opinion is likely to be initiated for the COMPANY is liable in terms of Section 9.1 above, then COMPANY shall have the option, at its expense, to either:

- (a) modify or replace the infringing part of the Licensed Material so that such part is no longer infringing, provided that the functionality and performance of the

Licensed Material continues to perform and operate at least in an equivalent manner and with equivalent functionality; or

- (b) procure for CITY, Permitted Affiliates, Authorized Users the right to continue using the infringing Licensed Material.

In either case, the COMPANY shall act as promptly as possible and in a manner which will avoid unreasonable disruption to CITY's operations. If neither of options (a) and (b) under Section 9.2 is reasonably possible or effective, COMPANY shall accept the return of the Licensed Material and terminate all rights and licenses granted to CITY under this Agreement and refund to CITY an amount equal to the unamortized balance of the License Fee paid by CITY under this Agreement, calculated on a straight line basis over a period of five years commencing on the Effective Date of this Agreement. The provisions of Section 9.1 and 9.2 state COMPANY's entire liability and CITY's sole remedies with respect to infringement.

9.3 CITY's Infringement Indemnity.

- (a) Subject to subsection 9.3(b), CITY shall defend, indemnify and hold harmless COMPANY and its directors, officers, employees and agents (collectively, "**COMPANY Indemnified Parties**") from and against any Losses arising from any third party Claim against one or more COMPANY Indemnified Parties in which it is alleged that the Use by COMPANY of any CITY Material in connection with this Agreement constitutes an infringement of or misappropriation of the Intellectual Property Rights of any third party, provided that CITY shall have no obligation to COMPANY and in such cases COMPANY shall defend, indemnify and hold the CITY Indemnified Parties harmless, to the extent such infringement Claim arises as a result of (i) modification of a CITY Material by or for COMPANY other than to perform the Services to be provided under this License Agreement, Attachments and Statement of Work or at the direction of CITY; (ii) use by COMPANY of the CITY Material other than in accordance with applicable documentation or instructions provided by CITY or use of the CITY Material by COMPANY in combination with products and systems not contemplated in this Agreement, a Statement of Work, the applicable Documentation or Specifications; (iii) COMPANY's failure to implement reasonable corrections, revisions or upgrades provided by CITY at CITY's cost, the use of which would have prevented any such Claim for infringement without materially impacting COMPANY's use of the CITY Material; or (iv) use of a CITY Material outside the scope of the Licensed Material or Services. CITY agrees not to perform actions which would result in a claim under the conditions in the preceding sentence.
- (b) Notwithstanding anything to the contrary herein, CITY makes no representation or warranty, and COMPANY expressly waives any obligation by CITY of indemnification, with respect to the use of a CITY Material by any Person other than COMPANY, and shall assume no liability with respect to any Claims or

Losses that may be made against or incurred by COMPANY, any COMPANY Indemnified Party or any other Person for the use of such materials beyond the Licensed Material provided to CITY hereunder or performance of the Services provided to CITY herein.

9.4 **RESERVED**

Section 9.4 is intentionally left blank.

- 9.5 Additional Provisions for Indemnification. A Party seeking indemnification shall provide the other Party with prompt written notice of any Claim or Losses for which such Party is seeking or may seek indemnification hereunder (provided that the failure of the Party seeking indemnification to promptly notify the indemnifying Party hereunder shall not relieve the indemnifying Party of any liability with respect to the Claim or Losses, except to the extent the indemnifying Party demonstrates that the defense of the Claim or the avoidance or mitigation of any Losses is prejudiced by such failure). An indemnifying Party shall: (a) keep the other Party fully informed concerning the status of any litigation, negotiations or settlements of any such Claim; and (b) allow the other Party, at its own expense, to participate in such litigation, negotiations and settlements with counsel of its own choosing. The indemnified Party shall tender defense of the Claim to the indemnifying Party and provide reasonable cooperation (at the indemnifying Party's expense) and full authority to defend or settle the Claim. Notwithstanding the forgoing, neither Party shall have the right to settle any Claim without the prior written consent of the other Party if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the other Party. The indemnifying Party shall have no obligation to indemnify any amount in settlement agreed by the Indemnified Party unless the indemnifying Party agreed to such settlement.

10. **LIMITATION OF LIABILITY**

- 10.1 SUBJECT TO THE SPECIFIC REMEDIES IF ANY SET FORTH IN THIS AGREEMENT WITH RESPECT TO ANY CLAIM CONCERNING PERFORMANCE OR NON PERFORMANCE OF THE LICENSED MATERIAL PURSUANT TO OR IN ACCORDNACE WITH THE TERMS OF THIS AGREEMENT AND THE DOCUMENTATION OR ANY CLAIM FOR BREACH OR DEFAULT OF THE COMPANY, THE CITY'S EXCLUSIVE REMEDY SHALL BE THE RECOVERY OF THE DIRECT DAMAGES ACTUALLY SUFFERED BY IT INCLUDING BUT NOT LIMITED TO ALL FEES PAID TO COMPANY.
- 10.2 GENERAL EXCLUSION. EXCEPT WITH RESPECT TO BREACH OF THE LICENSE CONDITIONS AS SET FORTH IN SECTION 2, BREACH OF CONFIDENTIALITY OBLIGATIONS AS SET FORTH IN SECTION 6 AND INDEMNIFICATION CLAIMS FOR INFRINGEMENT AS SET FORTH IN ARTICLE 9, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR LOSS OF OR DAMAGE TO REVENUES,

PROFITS, OR GOODWILL OR OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORIES IN LAW OR EQUITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 10.3 Additional Liability Exception. The limitation of liability set forth in Section 10.2 shall not be applicable to liability for any unpaid fees due for the license under this Agreement.
- 10.4 Back up date. The CITY shall be responsible for daily backing up all data and databases used with the Licensed Material. The CITY assumes full responsibility for the use of the Licensed Material and any information entered, used and stored thereon, including, without limitation, protection of data from viruses, or any unintended modification, destruction or disclosure, and for the accuracy and integrity of the results. The COMPANY assumes no responsibility for CITY's negligence or failure to retain back up data at regular intervals or protect data from viruses, or any unintended modification, destruction, or disclosure of any data, software or other information.
- 10.5 The CITY acknowledges and agrees that the allocation of risk contained in this Section 10 is reflected in the fees and other charges under this Agreement and is a reasonable allocation of the risk between the parties.

11. TERM AND TERMINATION

- 11.1 Term. The term of this License Agreement shall commence as of the Effective Date and shall continue to remain in effect until the expiration of the initial term running until the end of the calendar year which contains the fifth anniversary its effective date, unless and until it is terminated in accordance with the provisions of this Agreement (“**Term**”) and may be extended by the parties thereafter as per the procedure laid down below.
- 11.2 No later than one (1) year before the expiry of the initial term of the License Agreement the CITY may make a written request for extension of this Agreement by a further term of one (1) calendar year in return for payment of the applicable license and maintenance fee set down in the Appendix. Thereafter, the CITY may similarly request extension by further periods of one (1) calendar year, allowing one (1) month notice. The COMPANY may refuse extension only for a serious reason, i.e. if the COMPANY ceases to carry on its business or loses the license for distribution of the Licensed Material or the CITY commits any material breach of its obligations. Should the CITY fail promptly to extend the License Agreement, it shall end automatically upon the expiry of the then current term. The duration of the Appendices shall be determined by the arrangement made therein. In the absence of a special arrangement, the Appendices shall have the same duration as this License Agreement and shall be extended with it.

In every case, the termination of this License Agreement shall also occasion the termination of all its Appendices.

11.3 Termination for Material Breach.

11.3.1 In the event of a material breach of the provisions of the Agreement or this License Agreement by CITY, COMPANY may terminate this Agreement and all applicable licenses, upon written notice to the CITY, if the CITY fails to cure such breach within thirty (30) days following written notice thereof from COMPANY.

11.3.2 In the event of a material breach of the provisions of the Agreement or this License Agreement by COMPANY, CITY may terminate this Agreement and all applicable licenses, upon written notice to the COMPANY if the COMPANY fails to cure such breach within thirty (30) days following written notice thereof from CITY

11.4 Termination for Change of Control. In the event of a material change of ownership, control or business purpose by the COMPANY, the CITY shall at its sole discretion have the right to ascertain the ability of the new ownership to perform under the terms of this License Agreement. Such assessment shall include interviews discussions, and negotiations with the new ownership, and shall be completed in not more than 180 days from the time that the City is made aware of the change in ownership. Based on its assessment, the CITY shall either renew the License Agreement with the new owners under the then current terms, or if the CITY is unable to be satisfied that the terms and rights can be upheld by the new ownership, the CITY may seek such replacement of functionality ("replacement") as it believes serves its interest, such Replacement to be completed in not more than twelve (12) months. While the Replacement is in progress, CITY may continue to use the software, and for the period that the CITY continues to pay maintenance, receive the level of support provided under this License Agreement. At the end of the twelve month Replacement period, this License Agreement shall be terminated.

11.5 Effect of Termination:

- (a) In the event of termination of this Agreement for any reason whatsoever, the rights and licenses granted to the CITY will immediately terminate and the licensee will have no further right to use the software. Within thirty (30) days after the termination, CITY must return all the copies of the software, documentation and Confidential Information in its possession or control to the licensor, or permanently destroy or disable all such copies. If requested by the COMPANY, a duly authorized officer of the CITY will certify in writing to the licensor that the licensee has taken such action. The sole exception is the right of CITY to retain CITY'S data and the COMPANY shall grant CITY a limited licenses to use the associated schema for the database in which such data exists for the purposes of transition for a period not to exceed 12 months. CITY agreed to treat such Schema as the Confidential Information of COMPANY and shall not

disclose such schema to any third party without the prior written consent of COMPANY.

- (b) Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- (c) In the event of this Agreement being determined by whichever party and for whatsoever reason, the CITY shall be liable to make payments of the entire amount due under this Agreement for the services rendered by the COMPANY up to the effective date of termination in terms of this Agreement.
- (d) Forthwith on the expiry or earlier termination of this agreement, each party shall, return to the other party all documents and materials and Confidential Information, belonging to the other party with regard to this Agreement, or shall at the option of the disclosing party destroy under written certification by an authorized officer of the other party all documents or materials in connection with this Agreement in a manner that the subsequent retrieval thereof is rendered impossible by any method

12. MISCELLANEOUS

- 12.1 Default and Other Remedies. Nothing herein shall preclude either Party from seeking money damages or injunctive relief to prevent unauthorized use of the Licensed Material or CITY Proprietary Material in the event of a breach of this Agreement.
- 12.2 Remedies. Except as otherwise provided herein, no right or remedy herein conferred on or reserved to either Party is intended to be exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy under this Agreement or under applicable law, whether now or hereafter existing.
- 12.3 Injunctive Relief and Special Performance. COMPANY and CITY agree that a breach by either of them of its obligations under Article 2, Article 5, Article 6 or Article 11 may cause irreparable harm which cannot be compensated in money damages. Accordingly, COMPANY and CITY each agree that in the event either Party breaches any of the provisions in Article 2, Article 5, Article 6, or Article 11 the other Party shall be entitled to seek injunctive relief or specific performance in addition to its other remedies.
- 12.4 Relationship of Parties. The relationship of the Parties shall be that of independent contractors. Any employee, subcontractor or agent of COMPANY who is assigned to provide Services under this Agreement shall remain at all times under the exclusive direction and control of COMPANY and shall not be deemed to be an employee, subcontractor or agent of CITY. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to

represent the other Party as agent, employee, or in any other capacity, except as specifically provided herein.

12.5 Binding Effect; Assignment.

- (a) This Agreement shall be binding on and inure to the benefit of the respective Parties and their permitted successors and assigns. Neither Party may sell, transfer or assign any right or obligation hereunder, except as expressly provided herein, without the prior written consent of the other Party. Any assignment in violation of this Section 12.4 shall be void.
- (b) CITY shall have the right to assign or transfer (including by merger or otherwise by operation of law) all of its rights, duties and obligations under this Agreement to (i) any entity that is an Affiliate of CITY in connection with an internal reorganization of the business of CITY; or (ii) a purchaser of all or substantially all of CITY's capital stock, assets and business involving the line of business that primarily utilizes the Licensed Material; provided that with respect to subsections (i) and (ii), the resulting assignment shall not expand the scope of the licenses granted hereunder. The foregoing assignment shall be valid only if (A) CITY provides prior written notice to COMPANY and (B) such assignee or transferee shall have expressly assumed in a written agreement with COMPANY, the rights, duties and obligations of CITY under this Agreement. No such assignment or transfer shall operate to release CITY of its duties or obligations under this Agreement, absent an express written release executed and delivered by COMPANY (it being understood and agreed that COMPANY shall not unreasonably withhold its consent to such a release if the assignee or transferee is the operator or successor to CITY's line of business involving the Licensed Material).
- (c) COMPANY shall have the right to assign or transfer (including by merger or otherwise by operation of law) its rights, duties and obligations under this Agreement with the consent of CITY. CITY agrees not to unreasonably withhold consent, subject to the terms of section 11.4.

12.6 No Waiver. Either Party's failure to exercise any right under this Agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement. In order to be effective, all waivers under this Agreement must be in writing and signed by the waiving Party.

12.7 Notices. All notices, as required by the contract, and other communications required under this Agreement shall be in writing and sent to the address stated below, or to such other address as shall be given by either Party to the other in writing, and shall be effective: (i) upon actual delivery if presented personally or sent by express overnight courier such as Federal Express (with a signature acknowledging receipt), or (ii) seven

days following deposit in the mail if sent by certified or registered mail, postage prepaid, return receipt requested.

If to COMPANY:

With a copy to:

If to CITY:

City of Tucson
255 W. Alameda, 6th Floor
Tucson, Arizona 85701
Attention: Department of Procurement
Telephone: 520-791-4217
Facsimile: 520-791-4735

With a copy to:

City of Tucson
IT Department
481 W Paseo Redondo
Tucson, Arizona 85701
Attention: Contracts Administrator
Telephone: _____
Facsimile: _____

Notwithstanding the foregoing, day-to-day communications between the Parties may be made by phone, facsimile transmission, e-mail or any other method agreed to by the Parties.

12.8 Applicable Law. This Agreement shall be governed by laws of the State of Arizona, without giving effect to the conflicts of law principles thereof.

12.9 Cooperation. Each Party to this Agreement agrees to execute and deliver all documents and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and transactions contemplated thereby. Each Party shall perform its obligations hereunder acting in a fair and reasonable manner.

12.10 Headings. The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

12.11 Severability. The invalidity of one or more phrases, sentences, sections, clauses or articles contained in this Agreement shall not affect the remaining portions of this

Agreement or any part thereof; and in the event that one or more phrases, sentences, sections, clauses or articles shall be declared void or unenforceable by any court of competent jurisdiction or by any government or regulatory agency, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties, and this Agreement shall be construed as if any such phrases, sentences, clauses and articles had not been inserted herein.

12.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.13 Enurement. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

CITY OF TUCSON

[COMPANY NAME]

By: _____

Name: Laura Jestings

Title: Contract Administrator

Date: _____

By: _____

Name:

Title:

Date: _____

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Attachment A
PRODUCT COVERED BY THIS AGREEMENT

Attachment B

LICENSED MATERIALS (INCLUDING THIRD PARTY OR ANCILLARY SOFTWARE)

Attachment C
MAINTENANCE AND SUPPORT AGREEMENT

Attachment D
TARGET ENVIRONMENT

ATTACHMENT A



Requirements for National Cooperative Contract To be Administered by National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for Parking Meters and Citation Management System. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made 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 Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public Agencies

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$25 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, 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 Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications within first 10 days
 - ii. Announcement, contract details and contact information published on the company website within first 30 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - viii. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B-NATIONAL IPA ADMINISTRATION AGREEMENT**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, 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"), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT
TERMS AND CONDITIONS**

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30)

EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of 2.5% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit E. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

B. Principal Procurement Agency

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Name

Title

Title

Date

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) to be appended and made a part hereof and other public agencies (“Participating Public Agencies”) that register electronically with National Intergovernmental Purchasing Alliance Company (“National IPA”) or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein “Products”);

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”).

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

Signature

Name

Title

Date

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE
(to be submitted electronically in Microsoft Excel format)

National IPA Contract Sales Monthly Report

Supplier Name:

Contract Sales Report Month:

Participating Agency Name	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$

Report Totals

Cumulative Contract Sales

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

Exhibit G

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS
Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF RIDDLE, OR
CITY OF ROSEBURG, OR
CITY OF REDMOND, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:

Requirements for National Cooperative Contract
Page 19 of 25

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS
Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
ASSOCIATION OF OREGON COUNTIES
BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS
Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
PORTLAND DEVELOPMENT COMMISSION, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTHEASTERN LOUISIANAN UNIVERSITY
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT

Requirements for National Cooperative Contract

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS
Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS
Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

Higher Education

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
DEVRY UNIVERSITY - PORTLAND
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE

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LOUISIANA COLLEGE, LA
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS
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STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY