

REQUEST FOR PROPOSAL



INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)

RFP # 10RP041

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REQUEST FOR PROPOSAL # 10RP041

Request for Proposal for an Information Technology Service Management (ITSM) product that provides the features and functionality of user fulfillment request, incident, problem, change and configuration item management.

SUBMITTAL RECEIPT AND OPENING

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until **2:00 P.M., LOCAL TIME, JULY 1, 2010** at the Purchasing Department Front Desk located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. **All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date.** **LATE SUBMITTALS WILL NOT BE ACCEPTED.** To allow staff to complete required internal administrative functions, submittals will be opened and the name of each offeror recorded as a matter of public information within thirty (30) minutes after the receipt time and date have past.

PROPOSAL PRICING WILL NOT BE READ AT THE PUBLIC OPENING.

All submittals must be presented in a sealed envelope or box. The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

SUBMITTALS MUST BE OFFICIALLY TIME AND DATE STAMPED AT THE FRONT DESK OF THE PURCHASING OFFICE located on the second floor of the Scottsdale Corporation Yard Building located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

If you wish to mail your submittal please note that it is the vendor's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. **LATE SUBMITTALS WILL NOT BE CONSIDERED.**

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk, City Hall, 3939 Drinkwater Blvd., the Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ and from the Purchasing website http://www.scottsdaleaz.gov/vendors/Procurement_Code.asp. A hard copy of the Code is also available for purchase, for a fee of \$10.00, at the Purchasing Office.

REQUESTS FOR ADDITIONAL INFORMATION RELATING TO THIS REQUEST FOR PROPOSAL SHOULD BE ADDRESSED TO:

Cathy Lonnegren
Bid & Contract Specialist
480-312-5439
clonnegren@scottsdaleaz.gov

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
INSTRUCTIONS TO OFFERORS

SOLICITATION QUESTIONS

The Offeror shall submit all questions, requests for clarification and inquiries in regards to this Solicitation to the Purchasing Division in writing, no less than fourteen (14) days prior to the original Solicitation opening date. It is preferred that all questions be submitted via email to the appropriate purchasing staff clonnegren@scottsdaleaz.gov where possible. When submitting any questions the Offeror should indicate the page number, Section Number/Clause Title and if possible paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the Solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with Solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual proposal submittal and not be opened immediately.

All Solicitation questions **MUST** be received by the Purchasing Division by **2:00 P.M., LOCAL TIME, JUNE 22, 2010.** Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing staff to determine if a response would be advantageous for the City.

PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information including: capability to download solicitations and plan sheets, invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/vendors.asp>. Registering and downloading a solicitation will also provide the supplier with notices of all addendums that are issued.

The City of Scottsdale does not maintain a vendor list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities twice weekly. – www.scottsdaleaz.gov

CONTRACT AWARD NOTIFICATION

NOTIFICATION OF INTENT TO AWARD

Intent to Award notices will be posted on Purchasing's web site at the link provided below:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=128>

The City Council may award contracts for construction and professional services exceeding the formal procurement limit. All other contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

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INSTRUCTIONS TO OFFERORS

CONTRACT AWARD NOTIFICATION – CONT'D

It is the bidder's responsibility to access this information from the City of Scottsdale Purchasing website link provided above to view Purchasing's Notice of Intent to Award listings. This is the only notification you will receive regarding the posting of Notices of Intent to Award.

In the event you have questions or concerns regarding any of the proposed contracts please contact the Purchasing Department at 480-312-5700 and your call will be directed to the staff person handling the solicitation.

CONTRACT AWARDS

Once a solicitation has been awarded, it will be listed on Purchasing's web site on the Solicitation Awards page:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=10>

PREPARATION OF PROPOSAL

- A. All proposals must contain the proposal signature page included herein. Faxed or emailed proposals will not be considered.
- B. The Proposal document must be submitted with an original ink signature by the person authorized to sign the Proposal.
- C. Erasures, interlineations or other modifications in the Proposal shall be initialed in original ink by the authorized person signing the Offer.
- D. In case of error in the extension of prices in the Proposal, the unit price will govern.
- E. Periods of time, stated as a number of days, shall be calendar days.
- F. It is the responsibility of all Offerors to examine the entire Request for Proposal package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an Offer confers no right of withdrawal after due time and date.
- G. Submit one original and five (5) copies of your submittal and one (1) copy on CD.

NON COLLUSION

By signing the Proposal Offer signature pages of the solicitation, or other official contract form, the Offeror certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Offeror is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Offer in response to this solicitation or any potential resulting Contract.

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INSTRUCTIONS TO OFFERORS

IMMIGRATION LAW COMPLIANCE

By the submittal of its Bid/Proposal, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A), will have complied with the requirements of the E-Verify Program before bid award.. Failure to comply with the E-Verify Program may result in the automatic disqualification of the Bid/Proposal as being non-responsive or the termination of any contract awarded and the possible forfeiture of any applicable bond.

The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any contract or subcontract it enters into with the successful Bidder/Proposer. In addition, this language must be included in any subcontracts that the successful bidder enters into with its subcontractors:

LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

PERSONS is defined as all NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City you are agreeing that if you are selected as the Awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Drivers License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport , I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion prior to issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the City's Purchasing Department at (480) 312-5700 or the City's website at <http://www.scottsdaleaz.gov/vendors.asp> on the Vendor Resources page at the bottom right under Forms.

INQUIRIES

Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Proposal. **ORAL STATEMENTS OR INSTRUCTIONS WILL NOT CONSTITUTE AN AMENDMENT TO THIS REQUEST FOR PROPOSAL.**

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INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
INSTRUCTIONS TO OFFERORS

PROSPECTIVE OFFERORS CONFERENCE

A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. 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. This conference will also give Offerors an opportunity to submit any questions and discuss any questions previously submitted.

OFFERORS PRESENTATION

Offerors may be invited to make a presentation. If invited, the Offerors will be notified of the date and time of the presentation by the City of Scottsdale Contract Administrator.

LATE PROPOSAL

Late Proposals will not be considered. An Offeror submitting a late Proposal shall be so notified.

WITHDRAWAL OF PROPOSAL

At any time prior to the specified Proposal due time and date an Offeror (or designated representative) may withdraw the Proposal. Faxed withdrawals will not be considered.

TAXES

The City of Scottsdale is exempt only from Federal Excise Tax. Exemption certificates will be furnished upon request. Sales Tax, if any, shall be indicated as a separate item in the Proposal.

ADDENDA

Any addendum issued as a result of any change in this Request for Proposal must be acknowledged by all Proposers in one of the following manners:

1. Copies of all addenda must be attached to the submittal.

OR

2. The appropriate addenda acknowledgment section on the Proposal Signature Page must be completed.

Failure to indicate receipt of addenda in one of the above manner may result in a Proposal being rejected as non-responsive.

PAYMENT PROCESS

The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the amount due. Any Proposal that requires payment in less than thirty (30) calendar days shall clearly note that requirement on the Proposal. If any discount is allowed for early payment, that should also be clearly noted on the Proposal.

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INSTRUCTIONS TO OFFERORS

AWARD OF CONTRACT

- a. Unless the Offeror states otherwise, or unless otherwise provided within the Request for Proposal, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of the Request for Proposal, the City expressly reserves the right to:
 - (1). Waive any immaterial defect or informality; or
 - (2). Reject any or all Proposals, or portions thereof; or
 - (3). Reissue a Request for Proposal.
- c. A response to a Request for Proposal is an offer to contract with the City based upon the Terms, Conditions, Project Approach, Specifications, Software Services Agreement, License Agreement, and Maintenance Agreements contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are accepted by the City of Scottsdale. **(PLEASE DO NOT FILL IN OR SIGN THE SAMPLE CONTRACTS).**
- d. A contract will be formed when the City of Scottsdale City Council or Purchasing Director awards the Software Services, License and/or Maintenance Contract(s) executed by the selected Offeror and the City. The award method depends upon the final contract details.

PROTESTS

Pursuant to the City of Scottsdale Procurement Code Section 2-213 an aggrieved person may protest any aspect of a solicitation prior to award of a contract. As used herein, the phrase "any aspect of a solicitation" shall be limited in its interpretation to mean an alleged violation of the City's Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

A protest must be filed within ten (10) calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance the protestor knew or should have known upon the exercise of reasonable diligence within said ten (10) calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of awards will be given either through the City Council Meeting Agenda's for those contracts being awarded by City Council (i.e. for construction and professional services) or through a Notice of Intent to Award posting 7 calendar days prior to award on the Purchasing section of the City's Internet Web Site for all administratively awarded contracts. Awards of contracts shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:

State the name and address of the aggrieved person.

Identify the contracting activity and the number of the solicitation.

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INSTRUCTIONS TO OFFERORS

PROTESTS – CONT'D

Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence.

Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

Material submitted by a protester shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protester believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

The written protest must be filed with the Purchasing Director at the following address:

City of Scottsdale
Purchasing Services Department
9191 E San Salvador Dr.
Scottsdale, AZ 85258
Attn: Bill Yazel, Purchasing Director

The Director may dismiss a protest, upon a written determination, before scheduling a hearing if:

The protest does not state a valid basis for protest; or
The protest is untimely pursuant to Procurement Code Section 2-213.

If the director determines a hearing is appropriate under the circumstances, the director shall notify the protestor of the time and place set for a hearing on the protest. The director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

REGISTRATION

To be eligible for consideration, Offerors must be registered/licensed in the State of Arizona if such registration/license is normally a requirement.

OBLIGATIONS

The issuance of this Request for Proposal does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

DURATION OF PROPOSAL

Proposals shall be irrevocable for a period of one hundred twenty (120) days following the proposal due date.

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INSTRUCTIONS TO OFFERORS

LITIGATION

The contractor will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The contractor will also disclose any litigation in which the contractor has been involved in, either as a plaintiff or defendant, within the past 3 years, and the contractor shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the contractor becomes aware. Further, the contractor will be required to warrant that it will disclose in writing to the City all litigation involving the contractor, the contractor's related organization, owners and key personnel.

REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

It is necessary for the successful Contractor to provide a REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM, as indicated in this contract, prior to any contract payment being made.

This W-9 form is available from the IRS website at www.irs.gov under their forms section.

Completed W-9 forms should be submitted to the following address:

City of Scottsdale
Accounts Payable Division
7447 E. Indian School Rd.
Scottsdale, AZ 85251

CONFIDENTIAL INFORMATION

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the submitted proposal.

Offerors are instructed to clearly identify any proprietary information that may be submitted with your proposal, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot insure confidentiality of any portion of submitted proposal documents in the event a public inspection request is made.

However, in accordance with Section R2-188.22(C), of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential proposers, and this provision should be taken into consideration prior to submitting a proposal.

After contract award, and unless otherwise instructed by the proposer, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
GENERAL TERMS AND CONDITIONS

SCOTTSDALE CITY SEAL AND CITY SYMBOL

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are registered marks and are reserved solely for the City's use. Any other use or reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

ACCEPTANCE CONTRACT/AGREEMENT

Any Contract/Agreement made pursuant to this Request for Proposal must be accepted in writing by the Offeror. If for any reason Offeror should fail to accept in writing, any conduct by Offeror which recognizes the existence of a Contract/ Agreement pertaining to the subject matter hereof shall constitute acceptance by Offeror of the Contract/Agreement and all of its terms and conditions. Any terms proposed in Offeror's acceptance of City's Contract which adds to, varies from or conflicts with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Contract/Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties.

COMPLIANCE WITH FEDERAL AND STATE LAWS

The City has entered into this Contract with the Contractor relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

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

COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

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INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
GENERAL TERMS AND CONDITIONS

COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS – CONT'D

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Contractor or any of its subcontractors in material breach of this Contract if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the contractor certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

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GENERAL TERMS AND CONDITIONS

CANCELLATION OF CITY CONTRACTS

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
SCOPE OF WORK

1. PROJECT OVERVIEW

The City of Scottsdale, Information Technology Division, located in Scottsdale, Arizona, is soliciting for Information Technology Service Management (ITSM) product based on Information Technology Infrastructure Library (ITIL) Version 3.

The successful Offeror is expected to furnish software and services in coordination with the City's project team. **All proposed services shall be provided by the Offeror in a hosted environment physically (housed) in the City's Information Technology (IT) site.** The hardware, operating system and application may be owned by either the City or the Offeror.

The hardware, operating system and application may be owned by either the City or the Offeror. Offerors may provide their solution in two different ways: (1) If the proposed solution meets City standards, as described in Section 4, "IT Infrastructure", the hardware and operating software will be procured through standard City purchasing channels; or (2) If the proposed solution does not meet City standards, the proposal must state all costs that will be incurred by the City.

The Offeror may propose a license or subscription model. This will be designated by the term "Alternate".

Offerors are directed to make clear to the City their proposed solution and associated responsibilities.

It is the City's desire to contract directly with the provider of the services. Any use of subcontractors for implementation services, licensing or maintenance must be clearly noted and identified within the Offeror's Proposal.

2. PROJECT GOALS

The City will use the Information Technology Service Management (ITSM) product to pursue short and long term goals, as follows:

Short term

- a) User Fulfillment Request (UFR) Management
- b) Incident Management
- c) Problem Management
- d) Change Management
- e) Configuration Items (CI) Management

Long Term

- a) Service Catalog
- b) Release Management

**REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
SCOPE OF WORK**

3. USER ORGANIZATION

The Information Technology Division is organized into the following departments:

- a) Server Admin / Web Media / Project Office
- b) Telephone, Radio and Network Communications
- c) Information Technology Security
- d) Application Development & Geographic Information
- e) Financial Services & Human Resources Technology

4. IT INFRASTRUCTURE

The City of Scottsdale has certain existing and planned IT infrastructure and standards.

4.1. LOCAL AREA NETWORKS

Ethernet 10 Mb/s to 1 Gb/s.

4.2. WIDE AREA NETWORK LINKS

Minimum 1 Mb/s.

4.3. DESKTOP/LAPTOP COMPUTERS

4.3.1. Current Desktop Hardware Standards - Minimum specifications

- a) Intel/AMD HP computers
- b) CPU speed of 3.2 GHZ (Single Core)
- c) RAM size of 512MB
- d) Hard Disk of 40GB (average 25GB available)

4.3.2. Current Laptop Hardware Standards

- a) Intel HP laptops for standard use
- b) Panasonic CF-29 laptops for ruggedized use
- c) CPU speed of 1.3 GHz (Intel Pentium M)
- d) RAM size of 512MB
- e) Hard Disk of 40GB (average 30GB available)

4.3.3. Current Desktop/Laptop Software Standards

- a) Microsoft Windows XP Professional SP3
- b) Microsoft Office Professional 2007 or later (Office Suite)
- c) Microsoft Exchange Server 2003 or later
- d) Microsoft Outlook 2007 (E-Mail & Calendar)
- e) Microsoft Systems Center Configuration Manager 2007 or later
- f) Microsoft Internet Explorer 7.0 or later (browser)
- g) Trend Micro Officescan 10.x or later (virus protection)
- h) Windows Defender (malware protection)

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4.4. CURRENT SERVER HARDWARE STANDARDS

The current standards are Pentium-based HP file servers.

4.5. SERVER SOFTWARE STANDARDS

- a) Operating System: Microsoft Windows Server 2003 or later
- b) Database Server: Microsoft SQL Server 2005 or later
- c) Web Server: Microsoft Internet Information Server 6.0 or later
- d) Reporting Server; Microsoft SQL Reporting Services Version 2005 or later
- e) Directory Services: Active Directory
- f) Microsoft Patches: Applied monthly via Windows Software Update Services (WSUS)
- g) Backups: CommVault Simpana v8.x Windows File System and Microsoft SQL Server agents are standard
- h) Virus Protection: Trend Micro Officescan 10.x or later

4.6. REMOTE SUPPORT OPTIONS

- a) Web based support available through the City firewall with appropriate settings and City staff participation
- b) A Cisco Virtual Private Network (VPN) is available with appropriate setup

4.7. CURRENT APPLICATION SOFTWARE

The current Information Technology Work Order (Incident) management system is Service Management Application (SMA) Heat V8.x. The City has approximately 150,000 work orders generated over the last nine (9) years.

The Application Development department has been using Fog Creek Software Fogbugz V6.x for the past two (2) years and accumulated approximately 2,000 incidents.

The Inventory system is a custom developed system used over the last nine (9) years and has approximately 28,000 assets and 150,000 history records.

4.8 LICENSING

4.8.1. The following estimates are provided based on the current roles of IT staff members with the City's anticipated future involvement with ITSM product. The Offeror must provide in any combination of Named and / or Concurrent licensing as the optimum use of the proposed product.

- a) Technicians (User Fulfillment, Incidents, Problem, Configuration Items) = 15
- b) Programmers (User Fulfillment, Incidents, Problem, Change, Configuration Items) = 20
- c) Server/Network Administrators (User Fulfillment, Incident, Problem, Change, Configuration items) = 20
- d) Inventory Administration = 5

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- e) IT Management (Incidents, Configuration Items directly with Dashboard and Reporting capabilities) = 15
- f) Workflow / Change approvals (from non-IT staff using web page or e-mail) = 200
- g) General population to create incident work orders = 2400

4.8.2. It is anticipated that the ITSM product will be accessed from the following locations (note: any remote locations where network connections are slower):

- a) Within network
- b) Limited wireless access, example: inventory and mobile web

4.8.3. It is anticipated that the ITSM product will need test and training environments to provide:

- a) Workflow development
- b) Training environment
- c) Testing upgrades

5 PROJECT ELEMENTS

The Offeror shall provide services to accomplish a complete and finished installation of the software. At minimum, the services shall include, but not be limited to:

5.1 Implementation Services

- a) Project Planning - Defining in a written Project Plan, the tasks, milestones, schedule, deliverables, communication, risk management and resource management of the implementation project.
- b) Staging and Installation of non-standard hardware and software – if appropriate, provide document roles, responsibilities, processes expected to have equipment installed and ready to use at the City's IT location.
- c) Requirements Definition – Documenting the roles, processes, and software functions to be accomplished by the system, using requirements provided by the IT Division, and a structured documentation methodology
- d) Software Installation - Offeror is providing the solution in a Hosted environment physically housed in the City IT site where installation of the database and packaged application software on the delivered or provided servers, and confirming access from workstations for development and testing purposes.
- e) Software Configuration – Creating a Configuration Plan that describes how the software will be configured to meet City needs as documented. Modifying screens, menus and reports, and adding user-defined fields to adapt to the City's needs, including any custom programming.

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- f) Data Conversion – Development of a comprehensive Data Conversion Plan. Converting existing custom inventory data (prior six [6] year period of all equipment with history and associated relevant table data as needed), as described in the Current Inventory Layout Information section to the new database.
- g) Testing –The City will be responsible for conducting a software & hardware integration test to ensure that the base software, any modifications, interfaces, and hardware meet the City's business needs and it functions properly in the Department LAN/WAN environment. The City and Offeror will resolve any issues in configuration, data conversion, or performance. The City will verify completion of this task. The Offeror will assume responsibility for conducting a software volume test to insure on-line performance meets performance and service levels. Offeror will immediately provide resources for product fixes resulting from errors identified during the software testing process and provide additional training and/or support where necessary
- h) Performance Tuning – The City and Offeror will assess and modify the database server environment to achieve best performance, and documenting optimum settings.
- i) Startup – Providing on-site cutover from the Heat and Inventory systems to the new system, assuring system availability to all users, with at least 5 days on-site support to resolve initial issues.
- j) Training – Creating a comprehensive Training Plan. Conducting training on-site or via web for up to five (5) system administrators, up to twenty (20) supervisors and up to fifteen (15) staff members. The City will use a “train the trainer” approach.
- k) Peripherals – Provide a list of recommended/compatible handhelds (hardware & software) that would be able to scan barcodes for updating inventory (configuration items). Include cost of the hardware/software installation and setup.

5.2 Support Services

Following successful installation, startup, and training, the Offeror is expected to provide support services, for the life of the contract, to preserve the investment by the City of Scottsdale and to assist in resolving issues. **Expectation is to meet or exceed 99% availability excluding planned maintenance.** If the Offeror is proposing a 99.9% of availability will be met – clearly state this in the response and that it is included in the pricing.

Minimum required support services are as follows:

- a) Software Application Support / Maintenance - updates of the software that incorporate bug fixes, new features, or other software enhancements.
 - 1. A description of the roles, responsibilities, problem escalations path, scheduled downtimes, contact names, emails, and phone numbers in support of the City housed or Offeror hosted system
- b) Telephone and / or Remote Support - software troubleshooting and usage advice provided via telephone and / or tools that allow remote support.

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- c) On-site Support – software and hardware troubleshooting and implement corrections, reconfiguration, retraining or other specialized assistance provided on-site.
- d) Warranty - The City desires a one-year warranty to follow final acceptance. The Offeror will provide free upgrade maintenance and support services during the one-year warranty period.
- e) Hardware Maintenance –
 - 1. If the servers meet City Standards in section 4.4 and 4.5, the IT Technicians are certified (HP Certified) to handle any hardware repairs.
 - 2. If the servers do not meet City Standard requirements, the Offeror must provide all the service options and details on hardware support with necessary access needs
- f) Operating System Maintenance -
 - 1. If the operating systems meet City Standards in section 4.4. and 4.5, the IT Server Administrators and Security with full administration rights have a set routine for deploying security patches, service packs and backups.
 - 2. If the operating systems do not meet City Standard requirements, the Offeror must provide all the service options and details on keeping the upgrades, security patches, and service packs with necessary access needs.
- g) Database Maintenance -
 - 1. If the Database platform City Standards in sections 4.4 and 4.5 the IT Database Administrators have a set routine for deploying security patches, service packs and backups.
 - 2. If the Database platform does not meet City Standard requirements, the Offeror must provide all the service options and details on keeping the upgrades, security patches, and service packs with necessary access needs.
- h) Web Services Maintenance -
 - 1. If the Web Services platform meets City Standards in section 4.4 and 4.5, the IT Web Server Administrators and Security have a set routine for deploying security patches, service packs and backups.
 - 2. If the Web Services platform does not meet City Standard requirements, the Offeror must provide all the Web Server options and details on keeping the security patches, and service packs with necessary access needs.

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Response Code Definitions for Required Technical Specifications -

Offerors may be considered non-responsive if they do not meet mandatory specifications.

Yes = Offeror can deliver the specified feature and/or function as specified and will provide evidence thereof

No = Offeror cannot provide the specified feature and/or function as specified

N/A = Not Applicable – include an explanation of why

Alt = Alternate Server – Offeror is providing a solution that is different from standards stated in section 4 “IT Infrastructure” and can be in hosted within the City network.

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REF. #	CITY STANDARDS		ATTACH PROOF OF COMPLIANCE WITH THIS REQUIREMENT
6.	Required Features	Yes/No or N/A	* PROVIDE REFERENCE SECTION IN PROPOSAL DOCUMENT
6.1.	Proposed application will work on Current Desktop Hardware Standards as stated in 4.3.1		Section # _____
6.2.	Proposed application will work on Current Laptop Hardware Standards as stated in 4.3.2		Section # _____
6.3.	Proposed application will work on all items listed in Current Desktop / Laptop Software Standards as stated in 4.3.3		Section # _____
6.4.	Proposed application will work on Current Server Hardware Standards as stated in 4.4		Section # _____
6.5.	Proposed application will work on all items listed in Current Server Software Standards as stated in 4.5		Section # _____
6.6.	Proposed remote support from Offeror will work with options described in 4.6 or propose an acceptable alternative		Section # _____
6.7.	Proposed application will work in any remote locations mentioned in 4.8.2 with minimal response degradation		Section # _____
6.8.	Database administration does not require a system administrator (SA) login		Section # _____
6.9.	Application User Account does not require system administrator (SA) permissions		Section # _____
6.10.	Software version proposed is currently and successfully functioning in a production environment for 3 months at the time of the proposal date		Section # _____
6.11.	System software runs on VMWare ESX 3.5 update 3 or later		Section # _____

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REF. #	CITY STANDARDS		ATTACH PROOF OF COMPLIANCE WITH THIS REQUIREMENT
6.	Required Features – Cont'd	Yes/No or N/A	* Provide Reference section in proposal document
6.12.	If needed, Ability to integrate with Microsoft Exchange Server 2003 or above but does not alter or install any component or connector into the Exchange environment		Section # _____
6.13.	Application must integrate with Active Directory using LDAP (Lightweight Directory Access Protocol)		Section # _____
7.	Web Presentation	Yes/No or Alt	* PROVIDE REFERENCE SECTION IN PROPOSAL DOCUMENT
7.1.	Ability to specify server name or access web services remotely – thereby not using “localhost” configured on web servers		Section # _____
7.2.	Runtime software components installed on the hosting web server – if “yes” include detailed description		Section # _____
7.3.	Are there any required software installation paths – if “yes” include detailed description		Section # _____
7.4.	Are there any hard-coded paths within the application – if “yes” include detailed description		Section # _____
7.5.	Indicate that Microsoft Internet Explorer Version 7. X and above will provide all the stated features and functionality of the application provided in a client version		Section # _____
7.6.	Indicate that the web interface and exchange of information (data) uses the standard SSL (Secure Socket Layer – Port 443)		Section # _____

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REF. #	CITY STANDARDS		ATTACH PROOF OF COMPLIANCE WITH THIS REQUIREMENT
8.	ALTERNATE	Yes/No or Alt	
8.1.	Provide a description of actions to protect the data loss or leakage within the proposed Alternate solution, include logging information		Section # _____
8.2.	Provide the Privacy Policies / Statements that protect the data when it is accessed by Offeror staff		Section # _____
8.3.	State standard setup needed for access with reference to 4.6		Section # _____
8.4.	Describe support and responsibilities of the Offeror in regards to 5.2.a		Section # _____
8.5.	Describe support and responsibilities of the City in regards to 5.2.a		Section # _____
8.6.	Describe support and responsibilities of the Offeror in regards to 5.2.e		Section # _____
8.7.	Describe support and responsibilities of the City in regards to 5.2.e		Section # _____
8.8.	Describe support and responsibilities of the Offeror in regards to 5.2.f		Section # _____
8.9.	Describe support and responsibilities of the City in regards to 5.2.f		Section # _____
8.10.	Describe support and responsibilities of the Offeror in regards to 5.2.g		Section # _____
8.11.	Describe support and responsibilities of the City in regards to 5.2.g		Section # _____
8.12.	Describe support and responsibilities of the Offeror in regards to 5.2.h		Section # _____
8.13.	Describe support and responsibilities of the City in regards to 5.2.h		Section # _____

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REF. #	CITY STANDARDS		ATTACH PROOF OF COMPLIANCE WITH THIS REQUIREMENT
9.	General Information	Yes/No	
9.1.	Provide documentation on the proposed architecture based on the environment described in 4.1 through 4.6 or an acceptable alternative such as Alternate for the proposed solution		Section # _____
9.2.	Provide sample screen shots to show a standard representation of entering data as well as viewing retrieved data from searches		Section # _____
9.3.	Disclose if there is any encryption necessary in the database for security reasons such as; HIPAA (Health Insurance Portability and Accountability Act) or PCI (Payment Card Industry)		Section # _____
9.4.	Provide a description of the frequency and method of software enhancement		Section # _____
9.5.	Provide a list of enhancements planned and projected release dates		Section # _____
9.6	Provide the number of staff certified with the ITIL V3 Practitioners level as defined at http://itsmfusa.org/certification in your company		Section # _____
9.7.	Provide the number of staff certified ITIL V3 Expert level as defined at http://itsmfusa.org/certification in your company		Section # _____
9.8.	Explain how your company works to have the software application be certified by Microsoft within 6 (six) months of the new versions of System Center Configuration Manager (SCCM)		Section # _____

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REF. #	CITY STANDARDS		ATTACH PROOF OF COMPLIANCE WITH THIS REQUIREMENT
9.	General Information – Cont'd	Yes/No	
9.9.	Describe the cycle of the application being certified with Microsoft release patches and service packs within a three (3) months of release		Section # _____
9.10.	Explain how your company works to have the software application be certified by Microsoft within 6 (six) months of the new versions of System Center Operations Manager (SCOM)		Section # _____
9.11.	Explain the licensing models for read-only, named and / or concurrent users, enterprise-wide license		Section # _____
9.12.	Explain the features that show this product to be compliant to the ITIL V3 framework		Section # _____

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RESPONSE CODE DEFINITIONS FOR FEATURES

B = Base Package - the base proposed software—**out of the box**—satisfies the City requirements in Technical/Functional Specifications & Exhibits. It is anticipated that some configuration, data, or setting changes may be necessary, but the software programs will be unchanged.

O = Optional Module - indicates the acquisition of software products offered by the Offeror, other than the base software, will satisfy City requirements, without the need to modify the package. In addition, the modules must be the currently available general release.

T = Requires Third Party Software - The party submitting the proposal does not have the right to license the Base, Optional or other software recommendation.

C = Requires Custom Programming including modification of the source code - indicates City requirement can only be met by changing the source code.

A = Requires Custom Programming using API/SDK - indicates City requirement can only be met by using an Offeror provided customer exit via an API or SDK.

F = In A Future Release - indicates City requirement will be satisfied in a scheduled new release of the product. The scheduled release date must be noted.

N = Not Supported - indicates the City requirement is beyond the scope of the application software capabilities

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REF#	SYSTEM APPLICATION FEATURES	B, O, T, C, A, F, N	EXPLAIN OR DESCRIBE PROOF OF COMPLIANCE WITH THIS REQUIREMENT * REFERENCE SECTION IN PROPOSAL DOCUMENT
10.	User Fulfillment Request (UFR)		
10.1.	Describe the screen used by Helpdesk for input of a UFR		Section # _____
10.2.	Describe the web page a user sees for requesting a UFR		Section # _____
10.3.	Describe the event that triggers the start of a time stamp on a UFR		Section # _____
10.4.	Describe how the user can see their associated UFR on a web page		Section # _____
10.5.	Describe ability to add custom fields to the UFR		Section # _____
10.6.	Describe the ability for custom fields to be specific to a UFR type		Section # _____
10.7.	Describe ability to develop templates for recurring UFR		Section # _____
10.8.	Describe the standard attribute fields of the UFR via web customer input		Section # _____
10.9.	Describe ability to standardize UFR descriptions		Section # _____
10.10.	Describe ability to have a variety of statuses for UFR and the impact on elapsed time tracking		Section # _____
10.11.	Describe ability to attach documents to a UFR		Section # _____
10.12.	Describe the notification process to requestors that a UFR was received		Section # _____

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REF#	SYSTEM APPLICATION FEATURES	B, O, T, C, A, F, N	EXPLAIN OR DESCRIBE PROOF OF COMPLIANCE WITH THIS REQUIREMENT * REFERENCE SECTION IN PROPOSAL DOCUMENT
10.	User Fulfillment Request (UFR) – Cont'd		
10.13.	Describe ability to assign UFR to available workgroup and / or staff (not on vacation or out of the office)		Section # _____
10.14.	Describe ability for workgroup and / or staff to be notified of new UFR assigned		Section # _____
10.15.	Describe ability for the IT Staff assigned a UFR to see all the UFR assigned to themselves		Section # _____
10.16.	Describe ability to change the priority of UFR both automatically and manually over-ride of the calculated priority		Section # _____
10.17.	Describe ability to prioritize a UFR based on the classification of customer		Section # _____
10.18.	Describe the escalation process for UFR that are not assigned (not accepted) within a certain timeframe from entry		Section # _____
10.19.	Describe the methods to communicate about the notifications related to an UFR to the affected staff and customer		Section # _____
10.20.	Describe ability of notification to the assigned staff when the UFR owner makes a note or change to the UFR		Section # _____
10.21.	Describe ability to have Help Desk staff relate UFR to change requests		Section # _____
10.22.	Describe ability to track multiple tasks and assignments with a UFR		Section # _____
10.23.	Describe ability to standardize the closure codes for UFR		Section # _____
10.24.	Describe ability to automate a confirmation email at the closing of a UFR		Section # _____

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10.	User Fulfillment Request (UFR) – Cont'd		
10.25.	Describe ability to collect feedback (satisfaction) survey upon the close on a UFR		Section # _____
10.26.	Describe ability to track elapsed time from notification to the closing of the UFR and edit the time		Section # _____
10.27.	Describe ability to track the measure of time to be associated (effort) with the closing of the UFR and edit the time		Section # _____
10.28.	Describe the lifecycle management of UFR including ability to search on a variety of fields in an archived and / or any status		Section # _____
10.29.	Describe the view of UFR based on roles		Section # _____
10.30.	Describe the unique identification tag that is assigned to each UFR and any information coded within the tag		Section # _____
10.31.	Describe ability of detecting duplicate UFR		Section # _____
11.	Incident Management		
11.1.	Describe the screen used by Helpdesk for input of incidents		Section # _____
11.2.	Describe the web page a user sees for reporting an incident		Section # _____
11.3.	Describe the event that triggers the start of a time stamp on an incident		Section # _____
11.4.	Describe how the user can see their associated incidents on a web page		Section # _____
11.5.	Describe how the Helpdesk is notified of a new incident		Section # _____
11.6.	Describe ability to add custom fields to the incident		Section # _____

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11.	Incident Management – Cont'd		
11.7.	Describe the ability for custom fields to be specific to an incident type		Section # _____
11.8.	Describe ability for the Help Desk staff to access CI data properties		Section # _____
11.9.	Describe ability to develop templates for recurring incidents		Section # _____
11.10.	Describe the standard attribute fields of the incident via web customer input		Section # _____
11.11.	Describe ability to standardize incident descriptions		Section # _____
11.12.	Describe ability to have a variety of statuses for incidents and the impact on elapsed time tracking		Section # _____
11.13.	Describe ability to search for known solutions, work-around and known errors based on the description of the incident		Section # _____
11.14.	Describe ability to attach documents to an incident		Section # _____
11.15.	Describe the notification process to requestors that an incident was received		Section # _____
11.16.	Describe ability to assign incidents to available workgroup and / or staff (not on vacation or out of the office)		Section # _____
11.17.	Describe ability for workgroup and / or staff to be notified of new incident assigned		Section # _____
11.18.	Describe ability for the IT Staff assigned incidents to see all the incidents assigned to themselves		Section # _____

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11.	Incident Management – Cont'd		
11.19.	Describe ability to change the priority of incidents both automatically and manually over-ride of the calculated priority		Section # _____
11.20.	Describe the severity verses the priority levels available for incidents		Section # _____
11.21.	Describe ability to prioritize an incident based on the classification of customer		Section # _____
11.22.	Describe the escalation process for incidents that are not assigned (not accepted) within a certain timeframe from entry		Section # _____
11.23.	Describe the methods to communicate about the notifications and escalations related to an incident to the affected staff and customer		Section # _____
11.24.	Describe ability of notification to the assigned staff when the incident owner makes a note or change to the incident		Section # _____
11.25.	Describe ability to link an incident to similar incidents		Section # _____
11.26.	Describe ability to have Help Desk staff relate incidents to a Problem		Section # _____
11.27.	Describe ability to have Help Desk staff relate incidents to change requests		Section # _____
11.28.	Describe ability to anticipate impact of the incident solution on Configuration Items (CI) (such as Desktop, Applications & Servers)		Section # _____
11.29.	Describe ability to track multiple tasks and assignments with an incident		Section # _____
11.30.	Describe ability to standardize the closure codes for incidents		Section # _____

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11.	Incident Management – Cont'd		
11.31.	Describe ability to automate a confirmation email at the closing of an incident		Section # _____
11.32.	Describe ability to collect feedback (satisfaction) survey upon the close on an incident		Section # _____
11.33.	Describe ability to close linked incidents while connecting the same resolution process		Section # _____
11.34.	Describe ability to track elapsed time from notification to the closing of the incident and edit the time		Section # _____
11.35.	Describe ability to track the measure of time to be associated (effort) with the closing of the incident and edit the time		Section # _____
11.36.	Describe the lifecycle management of incidents including ability to search on a variety of fields in an archived and / or any status		Section # _____
11.37.	Describe the view of incidents based on roles		Section # _____
11.38.	Describe the unique identification tag that is assigned to each incident and any information coded within the tag		Section # _____
11.39.	Describe ability of detecting duplicate incidents		Section # _____
12.0	Problem Management		
12.1.	Describe the creation of a Problem		Section # _____
12.2.	Describe how the user can see their associated problems on an external page (with no login to the application)		Section # _____

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12.	Problem Management – Cont'd		
12.3.	Describe ability to add custom fields to the problem		Section # _____
12.4.	Describe ability for custom fields to be specific to a problem type		Section # _____
12.5.	Describe ability to anticipate impact of the problem solution on assets (such as Desktop, Applications & Servers)		Section # _____
12.6.	Describe ability to develop templates for recurring problems		Section # _____
12.7.	Describe the standard attribute fields of the problem		Section # _____
12.8.	Describe ability to standardize problem descriptions		Section # _____
12.9.	Describe ability to search for known solutions, work-around and known errors based on the description of the problem		Section # _____
12.10.	Describe ability to record applied workarounds and solutions		Section # _____
12.11.	Describe ability to attach documents to an problem		Section # _____
12.12.	Describe the notification process to requestors that a problem was received		Section # _____
12.13.	Describe ability to assign problems to available staff or work group (not on vacation or out of the office)		Section # _____
12.14.	Describe ability to change the priority of problems		Section # _____
12.15.	Describe the severity verses the priority levels available for Problems		Section # _____

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REF#	SYSTEM APPLICATION FEATURES	B, O, T, C, A, F, N	EXPLAIN OR DESCRIBE PROOF OF COMPLIANCE WITH THIS REQUIREMENT * REFERENCE SECTION IN PROPOSAL DOCUMENT
12.	Problem Management – Cont'd		
12.16.	Describe ability to prioritize a problem based on the type of customer		Section # _____
12.17.	Describe the escalation process for problems that are not assigned (not accepted) within a certain timeframe from entry		Section # _____
12.18.	Describe the methods to communicate about the notifications of updates and escalations related to a problem to the affected staff and customer		Section # _____
12.19.	Describe ability to see all incidents linked to problem		Section # _____
12.20.	Describe ability to link a problem to similar problems		Section # _____
12.21.	Describe ability to relate Problem to Change Request		Section # _____
12.22.	Describe ability to track multiple tasks and assignments with a problem		Section # _____
12.23.	Describe ability to standardize the closure codes for problems		Section # _____
12.24.	Describe ability to automate a confirmation email at the closing of a problem		Section # _____
12.25.	Describe ability to close linked problems while connecting the same resolution process		Section # _____
12.26.	Describe ability to track elapsed time from notification to the closing of the problem		Section # _____
12.27.	Describe ability to enter a measure of time to be associated effort with the closing of the problem		Section # _____

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
FUNCTIONAL FEATURES

REF#	SYSTEM APPLICATION FEATURES	B, O, T, C, A, F, N	EXPLAIN OR DESCRIBE PROOF OF COMPLIANCE WITH THIS REQUIREMENT * REFERENCE SECTION IN PROPOSAL DOCUMENT
12.	Problem Management – Cont'd		
12.28.	Describe the lifecycle management of problems including ability to search in an archived and / or closed status		Section # _____
12.29.	Describe ability to document root cause analysis		Section # _____
12.30.	Describe the view of problems based on roles		Section # _____
12.31.	Describe the unique identification tag that is assigned to each problem and any information coded within the tag		Section # _____
13.	Change Request Management		
13.1.	Describe the creation process of a Change Request		Section # _____
13.2.	Describe the notification process of a new Change Request to the Change Manager		Section # _____
13.3.	Describe ability to add custom fields to the change request		Section # _____
13.4.	Describe ability to anticipate impact of change request on related dependency of CI		Section # _____
13.5.	Describe the standard attribute fields of the change request		Section # _____
13.6.	Describe ability for custom fields to be specific to a change request type		Section # _____
13.7.	Describe ability to standardize change request descriptions		Section # _____
13.8.	Describe ability to record applied workarounds and solutions		Section # _____
13.9.	Describe ability to attach documents to a change request		Section # _____

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INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
FUNCTIONAL FEATURES

REF#	SYSTEM APPLICATION FEATURES	B, O, T, C, A, F, N	EXPLAIN OR DESCRIBE PROOF OF COMPLIANCE WITH THIS REQUIREMENT * REFERENCE SECTION IN PROPOSAL DOCUMENT
13.	Change Request Management – Cont'd		
13.10.	Describe the processing options to review change requests		Section # _____
13.11.	Describe ability to initiate and receive an approval for a change request via a self-service method		Section # _____
13.12.	Describe the approval process by the Change Manager		Section # _____
13.13.	Describe the process of re-approval when a modification occurs after the initial approval		Section # _____
13.14.	Describe ability to develop a schedule of tasks and assignments with available staff (not on vacation)		Section # _____
13.15.	Describe ability to link a change request to similar change requests		Section # _____
13.16.	Describe ability to track multiple tasks and assignments with a change request		Section # _____
13.17.	Describe ability to change the priority of change requests		Section # _____
13.18.	Describe the severity verses the priority levels available for change requests		Section # _____
13.19.	Describe the functional differences between an emergency change request and a normal change request		Section # _____
13.20.	Describe ability to assign change requests to available staff (not on vacation or out of the office)		Section # _____
13.21.	Describe ability to notify affected staff and customer of schedule changes		Section # _____

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INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
FUNCTIONAL FEATURES

REF#	SYSTEM APPLICATION FEATURES	B, O, T, C, A, F, N	EXPLAIN OR DESCRIBE PROOF OF COMPLIANCE WITH THIS REQUIREMENT * REFERENCE SECTION IN PROPOSAL DOCUMENT
13.	Change Request Management – Cont'd		
13.22.	Describe ability to standardize the closure codes for change requests		Section # _____
13.23.	Describe ability to close a task and notify the “go a-head” for the next task		Section # _____
13.24.	Describe ability to close linked problem and incidents as they relate to a change request while connecting the same resolution		Section # _____
13.25.	Describe ability to automate a confirmation email at the closing of an change request		Section # _____
13.26.	Describe ability to document root cause analysis and post implementation review		Section # _____
13.27.	Describe the granularity of security to ensure only authorized users have ability to update or only read change requests		Section # _____
13.28.	Describe the lifecycle management of change requests including ability to search in an archived and / or closed status		Section # _____
13.29.	Describe the process of closing a change request		Section # _____
13.30.	Describe the unique identification tag that is assigned to each change request and any information coded within the tag		Section # _____
13.31.	Describe the view of change requests based on roles		Section # _____
14.	Configuration Item Management		
14.1.	Describe the creation process both manual and auto-discovery of a Configuration Item (CI) and the relationships and dependencies		Section # _____
14.2.	Describe ability to have a data model that represents the variety of infrastructure and asset types, such as: software, hardware, database, network and data storage devices		Section # _____

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INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
FUNCTIONAL FEATURES

REF#	SYSTEM APPLICATION FEATURES	B, O, T, C, A, F, N	EXPLAIN OR DESCRIBE PROOF OF COMPLIANCE WITH THIS REQUIREMENT * REFERENCE SECTION IN PROPOSAL DOCUMENT
14.	Configuration Item Management – Cont'd		
14.3.	Describe ability to standardize asset descriptions		Section # _____
14.4.	Describe the standard attribute fields of the CI		Section # _____
14.5.	Describe ability to add custom fields to the CI		Section # _____
14.6.	Describe ability to develop templates for various types of CI		Section # _____
14.7.	Describe ability for custom fields to be specific to a CI type		Section # _____
14.8.	Describe the tracking of the events of Incidents, Problem and Change Request for historical reasons		Section # _____
14.9.	Describe ability to relate CIs to employees		Section # _____
14.10.	Describe ability to relate CIs to multiple employees		Section # _____
14.11.	Describe ability to track Support Ownership (person or team) for a software and / or server asset		Section # _____
14.12.	Describe ability to have the data model graphically or in a table represent the relationships and dependencies of the configuration items		Section # _____
14.13.	Describe ability to accept data from barcode scanning for moves, changes and adds		Section # _____
14.14.	Describe the variety of states (status) that the variety of CI can have		Section # _____
14.15.	Describe the severity verses the priority levels available for CI		Section # _____
14.16.	Describe ability to change the priority of assets		Section # _____
14.17.	Describe ability to support serialized and non-serialized assets		Section # _____
14.18.	Describe ability to search or filter configuration item		Section # _____

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INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
FUNCTIONAL FEATURES

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14.	Configuration Item Management – Cont'd		
14.19.	Describe ability to relate servers to application and visa-versa		Section # _____
14.20.	Describe (provide) the Configuration Management Data Base (CMDB) E-R (Entity – Relationship) diagram and Data Dictionary		Section # _____
14.21.	Describe which system monitoring solutions where event information can be used to populate appropriate fields		Section # _____
14.22.	Describe ability for CI data to be available if the SCCM is unavailable		Section # _____
14.23.	Describe ability to capture the SCCM events to populate the appropriate fields		Section # _____
14.24.	Describe ability to capture the SCOM events to populate the appropriate fields		Section # _____
14.25.	Describe the lifecycle management of CI with such states as: Enter Service, In-use, Shop Spare, Redeployment, Surplus		Section # _____
14.26.	Describe the lifecycle management of CI including ability to search in an archived and / or closed status		Section # _____
14.27.	Describe the unique identification tag that is assigned to each asset and any information coded within the tag		Section # _____
15.	Technical		
15.1.	Describe the integration to each other of all modules proposed with particular attention to data integration		Section # _____
15.2.	Describe the user and role based security common through all the modules		Section # _____

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INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
FUNCTIONAL FEATURES

REF#	SYSTEM APPLICATION FEATURES	B, O, T, C, A, F, N	EXPLAIN OR DESCRIBE PROOF OF COMPLIANCE WITH THIS REQUIREMENT * REFERENCE SECTION IN PROPOSAL DOCUMENT
15.	Technical – Cont'd		
15.3.	Describe ability for a full text word search across all types of incidents, problems, change request and CI		Section # _____
15.4.	Describe the on-line documentation		Section # _____
15.5.	Describe the context sensitive help information		Section # _____
15.6.	Describe the “Home” screen upon login for a variety of users		Section # _____
15.7.	Describe ability to have the “Home” screen showing all incidents with statuses tied to that particular user		Section # _____
15.8.	Describe ability for the user to (self-service) modify already opened incidents from the “Home” screen such as adding notes, comments		Section # _____
15.9.	Describe Dashboard features and functionality for management to get a graphical representation of activities tracked within the proposed application		Section # _____
15.10.	Describe ability of the administration to globally control the user’s home screen		Section # _____
15.11.	Describe features and functionality of the administrator of the proposed application		Section # _____
15.12.	Describe out-of-the-box various access via multiple methods: web, email, self-service, hand-held devices		Section # _____
15.13.	Describe the various access points for remote console support		Section # _____
15.14.	Describe the various reporting tools available		Section # _____

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INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
FUNCTIONAL FEATURES

REF#	SYSTEM APPLICATION FEATURES	B, O, T, C, A, F, N	EXPLAIN OR DESCRIBE PROOF OF COMPLIANCE WITH THIS REQUIREMENT * REFERENCE SECTION IN PROPOSAL DOCUMENT
15.	Technical – Cont'd		
15.15.	Describe the API, such as methods, properties, coding environment and languages		Section # _____
15.16.	Describe the process of adding customizable forms with a custom workflow		Section # _____
15.17.	Describe the many to many relationship from CI to Incident to Problem to Change		Section # _____
15.18.	Describe the many to one relationship from CI to Incident to Problem to Change		Section # _____
15.19.	Describe ability to have configurable templates that guide the collection of information based on information given		Section # _____
15.20.	Describe ability for network authentication for application access as a single sign-on		Section # _____
15.21.	Describe the use of Lightweight Directory Access Protocol (LDAP) tools for the application security levels		Section # _____
15.22.	Describe ability to pull profile information from Active Directory such as title, location, phone number, etc. and use in incident request		Section # _____
15.23.	Describe the situation of when a user changes their name		Section # _____
15.24.	Describe the situation of when a user becomes inactive in Active Directory		Section # _____
15.25.	Describe ability of the application to keep relationships of CI and employees when an employee is removed from the Active Directory for security purposes		Section # _____

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
FUNCTIONAL FEATURES

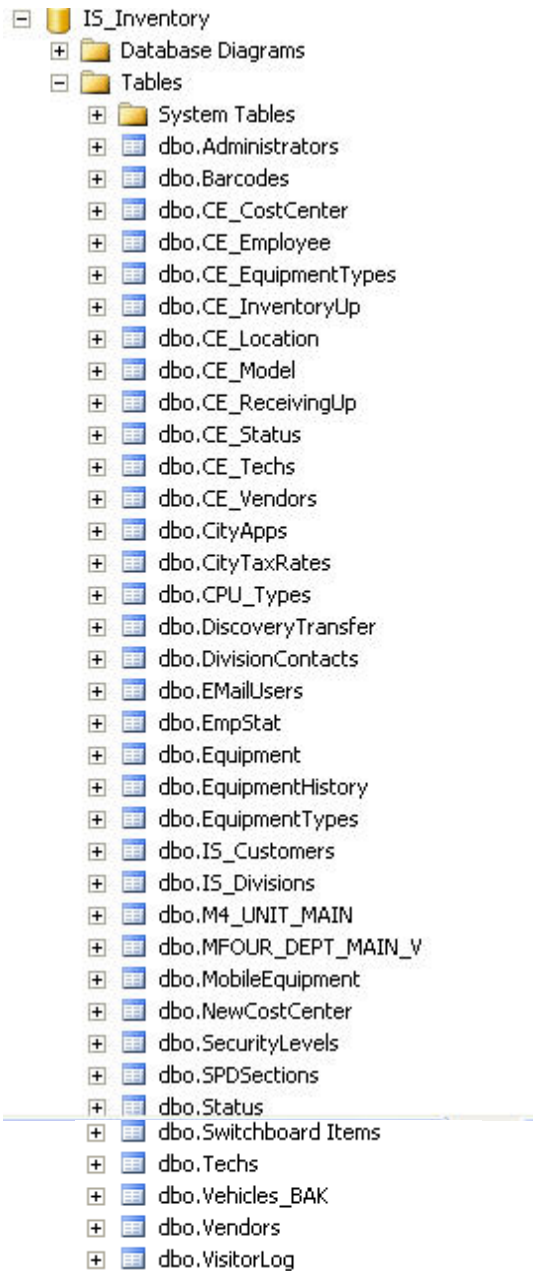
REF#	SYSTEM APPLICATION FEATURES	B, O, T, C, A, F, N	EXPLAIN OR DESCRIBE PROOF OF COMPLIANCE WITH THIS REQUIREMENT * REFERENCE SECTION IN PROPOSAL DOCUMENT
15.	Technical – Cont'd		
15.26.	Describe the scalability of the application, database and web environments		Section # _____
15.27.	Describe ability to schedule retention and purge process		Section # _____
15.28.	Describe how Data Sources are connected to provide any external information (csv or others)		Section # _____
16.	Reporting		
16.1.	Provide samples of all canned reports		Section # _____
16.2.	Describe ability to have scheduled reports with a notification		Section # _____
16.3.	Describe ability to provide ad-hoc reporting for all modules		Section # _____
16.4.	Describe ability to export reports to MS Office 2007 Excel		Section # _____
16.5.	Describe ability to export reports to MS Office 2007 Word		Section # _____
16.6.	Describe ability to export to Adobe Acrobat v9.x		Section # _____
16.7.	Provide samples of the Trend reporting for Incident Management (ex. Time elapse, effort, types, staff)		Section # _____
16.8.	Provide samples of the Trend reporting for Problem Management (ex. Type of Incidents related to type of problems with metric impacts within the calculation)		Section # _____
16.9.	Provide samples of the Trend reporting for Configuration Management (ex. History, classification)		Section # _____
16.10.	Describe ability to do drill-downs to access the detailed records		Section # _____
16.11.	Describe ability of reporting on feedback satisfaction surveys using filtering and search features		Section # _____

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INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
FUNCTIONAL FEATURES

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17.	Workflow		
17.1.	Describe the workflow setup to confirm that all Incidents / Problems / Change / CI are managed from request to closure		Section # _____
17.2.	Describe the workflow features related to: Type of request Type of customer Time of day (operating hours) Severity Level CI		Section # _____
17.3.	Describe the process of changing the workflow		Section # _____
17.4.	Describe ability to define a series of automatic tasks for processing a user fulfillment		Section # _____
17.5.	Describe ability to define a series of automatic tasks for processing an incident		Section # _____
17.6.	Describe ability to define a series of automatic tasks for processing a problem		Section # _____
17.7.	Describe the escalation process to start pre-defined notifications based on the pre-defined step not yet started		Section # _____
17.8	Describe the workflow integration where an incident can be related to a Problem and then becomes related to a Change Request		Section # _____
17.9.	Describe the classification (types) of change request which allow for different workflow		Section # _____
17.10	Describe the workflow ability to have an approval step when the request for change status changes		Section # _____
18.	Optional Modules (long term interest)		
18.1.	Describe the features and capabilities of the Service Catalog module		Section # _____
18.2.	Describe the features and capabilities of the Release Management module		Section # _____

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
CURRENT INVENTORY LAYOUT INFORMATION

These are screen shots of the file structure of the customized inventory application. There is an expectation to convert the inventory.



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INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
CURRENT INVENTORY LAYOUT INFORMATION

DbO.CE_CostCenter (353 rows)

	CenterNumber	Division	Department	rowguid
	00001	Non City Org	Non City Org	0bc347e2-b639-...
	00002	Contract Workers	Non City Org	dd3c1c97-7dda-...
	01010	Mayor and City ...	Mayor and City ...	2e30b6b3-bf51-...
	01015	MAYOR AND CO...	Mayor and City ...	cfd0b77-4553-...
	01030	City Clerk	City Clerk	dd4a63d6-f60e-...
	01035	ELECTIONS	City Clerk	9c5dfd2e-acea-...
	01050	Civil Division	City Attorney	c498f924-5f61-...
	01051	Prosecution	City Attorney	f25df296-bb93-...
	01052	Victim Services	City Attorney	5d550ab8-58dd-...
	01054	PHOTO ENFORC...	City Attorney	d1cc659b-d8d5-...
	01055	PHOTO ENF LO...	City Attorney	b2a6c789-f5b1-...
	01070	City Auditor	City Auditor	2eef99ed-9fab-4...

DbO.CE_Employee (2819 rows)

	Emp_PK	Emp_Name	CenterNumber	rowguid
	3	HERRICK, JOHN...	22424	68e8394b-3a58-...
	6	PULSIFER, BRU...	20320	b20ca7b4-3ada-...
	8	SWEET, KENNET...	20225	da6fe1f3-db9d-...
	9	LAPAN JR, NELS...	22602	de2aa818-9943-...
	11	PERREAU, ER...	21620	79c30f35-1f70-...
	14	HUMISTON, CH...	22423	0470e132-000e-...
	16	BERNARDO, STE...	20310	6343425a-be5d-...
	20	BAILEY, BRADY ...	22420	22dd5f7d-b24d-...
	21	CRESCIONE, CH...	22421	8795c80c-5a60-...

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INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
CURRENT INVENTORY LAYOUT INFORMATION

DbO.CE_EquipmentTypes (23 rows)

EquipmentType	Description	rowguid
CPU	DESKTOP	2d6af794-fe28-...
LAP	LAPTOP	67fc6994-fc20-4...
MON	MONITOR	0f2aa149-9708-...
MSH	CISCO WIRELES...	5ad20cdd-2790-...
NAS	NAS	410eab81-1268-...
NET	NETWORK ITEM	bcedbd78-d2f7-...
PDA	HAND HELD PDA	8024e4d6-4b48-...
PRF	PERIPHERAL	b7baafd9-c341-...
PRT	PRINTER	420f7b99-42de-...
RAD	RADIO	129b2386-2aac-...
RBS	RADIO BASE ST...	a4f2b454-d647-...
RM	RADIO MOBILE	d939d627-9905-...

DbO.CE_InventoryUp (267 rows)

[-] [-] **dbo.CE_InventoryUp**

[-] Columns

- [-] Barcode (varchar(11), not null)
- [-] CenterNumber (varchar(5), not null)
- [-] LocationID (varchar(7), not null)
- [-] StatusID (int, null)
- [-] CustomerID (int, not null)
- [-] TechID (int, not null)
- [-] DateEntered (datetime, not null)
- [-] WO_Number (int, null)
- [-] Comments (varchar(200), null)
- [-] rowguid (uniqueidentifier, not null)

Barcode	CenterNum...	LocationID	StatusID	CustomerID	TechID	DateEntered	WO_Number	Co
	06202	GIS001	25	1193	3	6/30/2008 7:44:...	0	
	25303	PAP501	25	3136	26	7/2/2009 11:00:...	0	
	25303	PAP501	25	3136	26	7/2/2009 11:00:...	0	
	21200	OCC001	25	5345	22	7/3/2009 11:02:...	0	
	21200	OCC001	25	5345	22	7/3/2009 11:02:...	0	
	21200	OCC001	25	5345	22	7/3/2009 11:02:...	0	
	21200	OCC001	25	5345	22	7/3/2009 11:02:...	0	

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INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
CURRENT INVENTORY LAYOUT INFORMATION

StatusID	Status	rowguid
1	VERIFIED BARC...	77af285d-94c3-...
2	INSTALLED	3c9daa0f-449a-...
3	RETURNED TO U...	2e1c5ecc-7aad-...
4	TO SHOP (ENTE...	47ef03d6-075f-...
5	RECEIVED	92be26c0-6fc2-...
6	TO FIELD TECH ...	92659c5f-22a7-...
7	MOVED	0c081fb1-a655-...
8	REPAIRED	a6c3c68a-aeaf-...
9	HELD IN SHOP	8a72e22b-5066-...
10	STAGING	a2026e4a-4a66-...
11	STORED IN REC...	a2aefa47-c9ff-4...
12	STORED IN TEC...	c9d10734-2d71-...
13	STORED IN TEC...	1bda436c-d5a8-...
14	SURPLUSED	47e9b0e4-2674-...
15	NEXT STEPPED T...	903f1c83-2d90-...
16	UNKNOWN	4e707540-7d50-...
17	PARTS ON ORDER	9d5ec7cd-30a0-...
25	PHYSICAL INVE...	6f5fd6b1-1ace-...
26	RETURNED TO V...	a48a4f04-1df7-...
27	STOLEN	d78c0915-e8ef-...
28	LOST	08e1713f-03d5-...
29	REACQUIRED	c18e0a9b-09d9-...
30	REMOVED	5c0b9ecb-1221-...

DbO.CE_Techs (35 rows)

TechID	LastName	FirstName	Active	rowguid	rowguid8
1	ZWEIG	BEN	True	72c5c464-8e29-...	1214fe6d-ce65-...
3	JOHANNING	DARREL	True	8ab2c356-f6b3-...	51fc0310-68c4-...
4	VEALE	DOMINIQUE	True	8e2bca55-12af-...	300d520e-7848-...
7	MUNDY	GREG	True	8e5058a2-0fbf-...	d0536fda-610c-...
8	JENSEN	JENNIFER	True	8aa973a8-2eac-...	d1849cee-894b-...
10	STOWELL	JOE	True	19296f00-6d9f-...	0ae86e2f-e2aa-...
13	GRAY	KRIS	True	7ac6cccf-a041-...	9412779b-4505-...
16	LEE	LARRY	True	21f26332-0141-...	b6daf8ed-61ba-...
20	THOMAS	TRACY	True	7018c7cb-dd8d-...	8951e13f-6ade-...
22	HARTIG	BRAD	True	83e70664-34ab-...	a09ae552-63c0-...
24	WINTER	JASON	True	89883a58-fa28-...	9cb6ad1b-1ae1-...

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INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
CURRENT INVENTORY LAYOUT INFORMATION

Dbó.CE_Vendors (364 rows.)

VendorCode	VendorName	rowguid
0	KARENS VENDOR L	9f60ff2f-6857-4...
1	ACT	d6caec6f-dbd0-...
2	ADDS	f212ae0d-51aa-...
3	ADV COPY SYS IN	986c3a0b-a9b1-...
4	AIRLAND	38f58152-11b5-...
5	ALL TEL SUPPLY	b310be8e-931a-...
6	SOFTBOOK PRES	8232cb21-8e6c-...
7	AMDEK	8e06b475-c813-...
8	AMERIDATA	a11f49af-01b4-...
9	ANIXTER	4fad0fc2-bc1d-4...
10	APPLE	c8e85552-6db9-...
		..

Dbó.CityTaxRates

CityTaxKey	CityName	CityTaxRate
1	Scottsdale	7.95
2	Arizona	5.60
3	Phoenix	8.10
4	Mesa	0.00
NULL	NULL	NULL

Dbó.CPU_Types

CPU_TypeID	CPU_TypeDesc
1	Pentium III 1 GHz
NULL	NULL

Dbó.EmpStat

EmpStat_PK	EmpStat_Name
1	Active ...
2	Inactive ...
NULL	NULL

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
CURRENT INVENTORY LAYOUT INFORMATION

DbO.Equipment (26124 rows)

dbo.Equipment

Columns

- Barcode (PK, varchar(11), not null)
- SerialNumber (varchar(30), null)
- PONumber (varchar(9), null)
- VendorCode (FK, int, not null)
- EquipmentType (FK, varchar(3), not null)
- IsNetworked (bit, not null)
- Model (varchar(50), null)
- CPU_TypeID (FK, int, null)
- HDCapacity (int, null)
- RAMCapacity (decimal(18,2), null)
- Cost (int, null)
- TaxRate (decimal(18,2), null)
- DateReceived (datetime, not null)
- ReplacementDate (datetime, null)
- DateEntered (datetime, not null)
- UserEntered (FK, int, not null)
- DateUpdated (datetime, not null)
- UserUpdated (FK, int, not null)

Barcode	SerialNumber	PONumber	VendorCode	EquipmentType	IsNetworked	Model
	060272NV39E4D18	204035	244	NET	True	3CC
	97170333040G	12988	8	NET	True	CTS
	52209	4553	24	NET	True	CYB
	48500010038	19940	8	NET	True	PRC
	15946	216829	24	PRF	True	PRC
	096077263752	5163	6	NET	True	APC
	SA50204230653	219661	243	NET	True	APC
	SFHK0616X24P	219996	261	NET	True	CISC
	S21001900867	204034	232	NET	True	COL
	S6725BK72F440	15179	8	CPU	True	CQE
	S6741BMM2P583	18871	8	CPU	True	CQE
	S6752BMM2Q724	20554	8	CPU	True	CQE

Model	CPU_TypeID	HDCapacity	RAMCapacity	Cost	TaxRate	DateReceived
3COMHUB24	NULL	NULL	NULL	1714	0.00	6/1/2010
CTSEHI24	NULL	NULL	NULL	1500	0.00	6/1/2010
CYBEX AR8	NULL	NULL	NULL	800	0.00	6/2/2010
PROCO10CDTOWE	NULL	NULL	NULL	2000	0.00	1/2/2011
PROXIMA DP9270	NULL	NULL	NULL	6353	0.00	10/2/2010
APCBACKUP	NULL	NULL	NULL	450	0.00	11/2/2010
APCUPSSUA1000	NULL	NULL	NULL	470	0.00	3/6/2011
CISCO485SWITCH	NULL	NULL	NULL	3200	0.00	6/6/2010
COLORADOROU...	NULL	NULL	NULL	1460	0.00	6/1/2010
CQ5166X3200	NULL	NULL	NULL	1550	0.00	7/3/2010
CQ6266X3200	NULL	NULL	NULL	1902	0.00	6/2/2010
CQ6266X3200	NULL	NULL	NULL	1902	0.00	2/1/2011

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
CURRENT INVENTORY LAYOUT INFORMATION

DbO.Equipment (26124 rows) (Continued)

DateReceived	ReplacementDate	DateEntered	UserEntered	DateUpdated	UserUpdated
6/12/2000 12:0...	7/1/2004 12:00:...	9/22/2002 7:27:...	11	9/22/2002 7:27:...	11
6/13/1997 12:0...	7/1/2001 12:00:...	9/22/2002 7:27:...	11	9/22/2002 7:27:...	11
6/28/1999 12:0...	7/1/2003 12:00:...	9/22/2002 7:27:...	11	9/22/2002 7:27:...	11
1/26/1998 12:0...	7/1/2002 12:00:...	9/22/2002 7:27:...	11	9/22/2002 7:27:...	11
10/30/2001 12:...	7/1/2006 12:00:...	9/22/2002 7:27:...	11	9/22/2002 7:27:...	11
11/11/1996 12:...	7/1/2001 12:00:...	9/22/2002 7:27:...	11	9/22/2002 7:27:...	11
3/6/2002 12:00:...	7/1/2006 12:00:...	9/22/2002 7:27:...	11	9/22/2002 7:27:...	11
6/6/2002 12:00:...	7/1/2006 12:00:...	9/22/2002 7:27:...	11	9/22/2002 7:27:...	11
6/12/2000 12:0...	7/1/2004 12:00:...	9/22/2002 7:27:...	11	9/22/2002 7:27:...	11
7/30/1997 12:0...	7/1/2002 12:00:...	9/22/2002 7:27:...	11	9/22/2002 7:27:...	11
6/24/1999 12:0...	7/1/2003 12:00:...	9/22/2002 7:27:...	11	9/22/2002 7:27:...	11
6/12/2000 12:0...	7/1/2004 12:00:...	9/22/2002 7:27:...	11	9/22/2002 7:27:...	11

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
CURRENT INVENTORY LAYOUT INFORMATION

DbO.EquipmentHistory (149414 rows)

dbo.EquipmentHistory

Columns

EquipmentHistoryID (PK, int, not null)
Barcode (FK, varchar(11), not null)
TechID (FK, int, not null)
StatusID (int, not null)
EH_Date (datetime, not null)
DateEntered (datetime, not null)
CustomerID (int, null)
CenterNumber (varchar(5), not null)
LocationID (varchar(7), null)
WONumber (int, null)
Comments (varchar(200), null)
SPDSectionID (FK, int, null)
VehicleID (varchar(10), null)
VehicleID2 (decimal(10,0), null)
IPAddress (varchar(50), null)
DiscoveryScanDate (datetime, null)

Equip...	Barcode	Te...	S...	EH_Date	DateEntered	Custo...	Cen...	Locati...	WONum
26755		14	1	4/15/2003 4:00:...	4/15/2003 4:00:...	22	02202	PDJC01	36389
26757		14	3	4/15/2003 4:05:...	4/15/2003 4:05:...	2493	01080	PDJC01	36496
26961		17	1	4/17/2003 2:55:...	4/17/2003 2:55:...	75	14600	NCY002	36695
26962		17	1	4/17/2003 2:56:...	4/17/2003 2:56:...	1683	02901	SPDN02	36721
26963		17	1	4/17/2003 2:56:...	4/17/2003 2:56:...	1683	02901	SPDN02	36721

Comments	SPDSectionID	VehicleID	VehicleID2	IPAddress	DiscoverySc...
Day Motor Office	NULL	NULL	NULL	NULL	NULL
NULL	NULL	NULL	NULL	NULL	NULL
NULL	NULL	NULL	NULL	NULL	NULL
NULL	NULL	NULL	NULL	NULL	NULL
NULL	NULL	NULL	NULL	NULL	NULL
NULL	NULL	NULL	NULL	NULL	NULL
NULL	NULL	NULL	NULL	NULL	NULL

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
CURRENT INVENTORY LAYOUT INFORMATION

DbO.EquipmentTypes (23 rows)

EquipmentType	Description
CPU	DESKTOP
LAP	LAPTOP
MON	MONITOR
NET	NETWORK ITEM
PDA	HAND HELD PDA
PRF	PERIPHERAL
PRT	PRINTER
SRV	SERVER
TEL	TELEPHONE
UNM	UNMATCHED
WRL	WIRELESS
RAD	RADIO
RP	RADIO PORTABLE
RM	RADIO MOBILE
SIM	SIMM
MSH	CISCO WIRELES...
RPC	RADIO PORTAB...
RTD	RADIO TESTING...
RBS	RADIO BASE ST...
RRF	RADIO RF RECE...
SAN	SAN
NAS	NAS
TAP	TAPE DRIVES

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
CURRENT INVENTORY LAYOUT INFORMATION

Db0.MobileEquipment (1269 rows)

dbo.MobileEquipment
Columns
Barcode (PK, FK, varchar(11), not null)
SIMM1 (char(4), null)
SIMM2 (char(4), null)
SIMM3 (char(4), null)
SIMM4 (char(4), null)
SIMM5 (char(4), null)
SubscriberNo (decimal(10,0), null)
CingularLabel (varchar(20), null)
FSN (varchar(5), null)
IMEI (varchar(20), null)
HEX (varchar(20), null)
HEX2IP (varchar(20), null)
WarrantyExpDate (datetime, null)
RadioSmartZone (int, null)
PhoenixMesaID (int, null)
ChandlerID (int, null)
TempeID (int, null)
FireVHF (decimal(15,4), null)
FireVHF2 (decimal(15,4), null)
FireVHF3 (decimal(15,4), null)
FireVHF4 (decimal(15,4), null)
FireVHF5 (decimal(15,4), null)
FireVHF6 (decimal(15,4), null)
StateVehicleID (int, null)

Barcode	SIMM1	S...	SI...	SI...	SI...	Subscribe...	CingularLabel	FSN	IMEI
	NULL	N...	NULL	NULL	NULL	NULL	NULL	NULL	NULL
	NULL	N...	NULL	NULL	NULL	NULL	NULL	NULL	NULL
	NULL	N...	NULL	NULL	NULL	NULL	NULL	NULL	NULL
	NULL	N...	NULL	NULL	NULL	NULL	NULL	NULL	NULL
8901	4...	2117	8510	2165	4802905212	NULL	22501	NULL	NULL
8901	4...	2117	8510	2173	4802905197	NULL	22501	NULL	NULL
8901	4...	2117	8510	2181	4802905284	NULL	22501	NULL	NULL
NULL	N...	NULL	NULL	NULL	NULL	blue cancelled	99001	NULL	NULL
NULL	N...	NULL	NULL	NULL	NULL	no more sim	26500	35279500326	NULL

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
CURRENT INVENTORY LAYOUT INFORMATION

Db.SecurityLevels (10 rows)

SecurityLevelID	AreaName	SecurityLevel
1	ADMIN	2
2	FIELD	2
3	READ ONLY ACC...	1
4	PHONES	2
5	RECEIVING	3
6	SHOP	2
7	SUPPORT DESK	2
8	APPLICATION A...	4
9	POLICE TECH	2
10	FIRE TECH	2

Db.SPDSSections (6 rows)

dbo.SPDSSections

Columns

- SPDSectionID (PK, int, not null)
- SectionNo (varchar(30), not null)
- SecDescription (varchar(50), null)
- SecDept (varchar(2), null)

SPDSectionID	SectionNo	SecDescription	SecDept
1	01	PD - District 1	PD
2	02	PD - District 2	PD
3	03	PD - District 3	PD
4	04	Fire Admin	FD
5	05	Fire Station 1	FD
6	06	Himovitz	PD

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
CURRENT INVENTORY LAYOUT INFORMATION

Dbó.Status (23 rows)

StatusID	Status
1	VERIFIED BARC...
2	INSTALLED
3	RETURNED TO U...
4	TO SHOP (ENTE...
5	RECEIVED
6	TO FIELD TECH ...
7	MOVED
8	REPAIRED
9	HELD IN SHOP
10	STAGING
11	STORED IN REC...
12	STORED IN TEC...
13	STORED IN TEC...
14	SURPLUSED
15	NEXT STEPPED T...
16	UNKNOWN
17	PARTS ON ORDER
25	PHYSICAL INVE...
26	RETURNED TO V...
27	STOLEN
28	LOST
29	REACQUIRED
30	REMOVED

Dbó.Techs

TechID	LoginID	LastName	FirstName	SecurityLevelID	Active
1		ZWEIG	BEN	10	True
2		CAMPBELL	DIXIE	4	False
3		JOHANNING	DARREL	2	True
4		VEALE	DOMINIQUE	1	True
5		WILHELMSSEN	ERIK	2	False
6		EMPLOYEE	FORMER	3	False
7		MUNDY	GREG	1	True
8		JENSEN	JENNIFER	8	True
9		HAUSLER	JOAN	1	False
10		STOWELL	JOE	1	True
11		ABBOTT	KAREN	5	False
12		CARSON	KIT	8	False

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
CURRENT INVENTORY LAYOUT INFORMATION

Dbv.Vehicles_Bak

VehicleID	VehicleNo	VehDescription	VehDept
1	0001	Test Vehicle	PD
2	2002	Another Test Ve...	FD
3	003	PD Cruiser 1	PD
4	004	Fire Batallion Chi...	FD
5	1181	SSD	PD

Dbv.Vendors (364 Rows)

VendorCode	VendorName	CityTaxKey
0	KARENS VENDOR L	NULL
1	ACT	NULL
2	ADD5	NULL
3	ADV COPY SYS IN	NULL
4	AIRLAND	NULL
5	ALL TEL SUPPLY	NULL
6	SOFTBOOK PRES	NULL
7	AMDEK	NULL
8	AMERIDATA	NULL
9	ANIXTER	NULL
10	APPLE	NULL
11	AQUILA TECH GRO	NULL
12	ARIZONA CADD	NULL
13	ARROW STAR	NULL
14	ARVEY PAPER SUP	NULL

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
CURRENT INVENTORY LAYOUT INFORMATION

Dbv.VisitorLog

VisitorLogID	NT_LoginID	LoggedIn	LoggedOut
37389		11/4/2009 2:42:...	11/4/2009 2:42:...
37390		11/4/2009 2:46:...	11/4/2009 2:55:...
37391		11/4/2009 2:57:...	11/4/2009 2:58:...
37392		11/4/2009 3:03:...	11/4/2009 3:05:...
37393		11/4/2009 3:05:...	11/4/2009 3:05:...
37394		11/4/2009 3:11:...	11/4/2009 3:14:...
37395		11/4/2009 3:14:...	11/4/2009 3:15:...
37396		11/4/2009 3:28:...	11/4/2009 3:29:...
37397		11/4/2009 3:54:...	11/4/2009 3:55:...
37398		11/4/2009 3:55:...	11/4/2009 4:18:...
37399		11/4/2009 4:38:...	11/4/2009 4:40:...
37400		11/4/2009 4:43:...	11/4/2009 4:59:...
37401		11/5/2009 6:53:...	11/5/2009 7:08:...
37402		11/5/2009 7:32:...	11/5/2009 7:32:...

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT
PROPOSAL EVALUATION PROCESS

Proposals received from Offerors on or before the due date will be considered in accordance with the following evaluation process:

Proposals will be reviewed for completeness and conformance with the submittal requirements of this solicitation. Incomplete or non-conforming proposals may be considered non-responsive and be rejected at the City of Scottsdale's sole discretion.

The City of Scottsdale reserves the right to contact any Proposer for clarification purposes, however; Proposers should not assume that an incomplete response containing deficient answers shall result in a clarification request.

- **Phase I of the Evaluation process:**

- o Each proposal will be reviewed in entirety and assigned a score with respect to each of the criteria. The proposals will be ranked by the evaluation committee according to their total weighted ranking.
- o The evaluation committee will establish a short list of those proposals considered most advantageous to the City of Scottsdale.

- **Phase II of the Evaluation process:**

- o Short-listed Offerors may be invited to perform a software demonstration. At the demonstration, the evaluation committee will score each Offeror on each demonstration scenario.
- o At the conclusion of all demonstrations, an overall ranking of proposals will be performed, taking into account the results of the proposal evaluations and the demonstrations.
- o The City of Scottsdale intends to enter into negotiations with the top ranked Offeror determined to provide the most advantageous combination of product and services as determined by the proposals, demonstrations and site visits.
- o Should negotiations with the top ranked Offeror fail to reach a satisfactory conclusion, the City of Scottsdale may at its sole discretion enter into negotiations with the second ranked Offeror, or the City of Scottsdale may determine that no further negotiations will be conducted.

GENERAL INFORMATION - SOFTWARE DEMONSTRATION / ORAL PRESENTATION

The location for the demonstration is at Department offices in Scottsdale, AZ. The demonstration team will include the Project Manager proposed by the Offeror.

A live demonstration, using the actual software with example data, is expected. Screen shots, diagrams and paper handouts will only be acceptable for explanations of minor features, technical background, or other supplemental information.

The demonstration is allotted 3 hours. An Offeror may request additional time in advance. Adequate time should be allowed for Q&A following the demonstration of each scenario.

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT
SUBMITTAL CHECKLIST

This list constitutes a minimum amount of information that is necessary for the evaluation team to review your proposal. You may determine that additional information is necessary for your submittal to be complete.

Check each box for each completed item included within your submittal. Please identify the specific location within your proposal for each item listed below.

- ☐ 1. Proposal Signature Page
- ☐ 2. Firm & Staff Qualifications
- ☐ 3. Offeror Project Team Information
- ☐ 4. Project Approach
- ☐ 5. Training Materials
- ☐ 6. Technical / Functional Specifications
- ☐ 7. Reference List
- ☐ 8. Offeror General Disclosure Form
- ☐ 9. Exceptions
- ☐ 10. Pricing Proposal Forms
- ☐ 11. Proposal Copies and CD – ROM

Submit one (1) original and five (5) copies of your complete proposal, as well as one (1) copy on CD, including all the above items.

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
SUBMITTAL REQUIREMENTS

All submittals shall be prepared on 8 ½" x 11" paper and may be printed double sided. Foldout pages should be kept to a minimum. Offerors are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal. A clear, complete and adequate response is very important. Please format your response to correspond with the areas listed below in the order they are listed. Your Proposal should reference pagination and numbering within the Request for Proposal for ease of review. Submit one (1) original and five (5) copies of your complete proposal, as well as one (1) copy on a CD.

Any manuals, reference material or promotional materials shall be separately bound.

Software documentation, financial information and any other confidential or proprietary information necessary to complete your response shall be submitted separately, appropriately labeled, and submitted with the proposal material.

To constitute a valid responsive proposal by the Offeror to this solicitation, the Offeror's submittal **MUST** include a **MINIMUM** of the following items:

1. **Proposal Signature Page** – Fully completed Proposal Signature Page, signed in ink.
2. **Firm and Staff Qualifications** – Summarize the qualifications, experience, training and other credentials that illustrate the Offeror and employee's abilities to successfully complete this project. This section of the Offeror's proposal shall not exceed ten (10) pages and should cover a **MINIMUM** of the following items:
 - a. Offeror's brief company history
 - b. Offeror's employee experience and training
 - c. Offeror's organization chart
3. **Offeror Project Team Information** – Furnish information on the Offeror team organization, including roles and home office locations of the key personnel that will be providing service to the City of Scottsdale. Clearly indicate the Project Manager who will have day-to-day responsibilities for the duration of the contract. State also the action plan for replacement of key personnel assigned to the City of Scottsdale project.
 - Offerors must clearly detail how subcontractors will be used for this project, if any.
4. **Project Approach** – Summarize the Offeror's understanding of the objectives of this Request for Proposal, as well as outlining a detailed project approach description which integrates the City's proposed Scope of Work and Technical/Functional Requirements.
5. **Training Materials** – Provide syllabus of all relevant classes for the variety of user levels classes.

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
SUBMITTAL REQUIREMENTS

6. **Technical/Functional Requirements** – Offeror shall provide the worksheets clearly stating/demonstrating proof. Indicate location within Proposal of evidence/proof provided.
7. **Reference List** – Offeror shall provide a **MINIMUM** of three (3) recent and/or current, business references for which the Offeror has participated in projects with a similar scope and size to the project referenced herein (the reference should have an approximate equivalent to the number of City employees [2,500] that have access to web self-service). The reference list provided should include a **MINIMUM** of the organization name, contact name, contact phone number, contact fax number, contact email address (if available) and the size, scope, brief description and dates.
 - Offerors may not use City of Scottsdale or its employees, current or previous, as a reference.
8. **Offeror General Disclosure form** - Offeror shall respond to each of the questions and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form, and/or sign the form, may result in the disqualification of Offeror's submittal from consideration or termination of the contract, once awarded.
9. **Exceptions** - Exceptions by the Offeror, including but not limited to, exceptions to specifications, the solicitation process, and the City's Terms and Conditions (in the RFP, sample Software Services Agreement, sample Maintenance Agreement and sample Licensing Agreement) shall be disclosed in writing to the Bid & Contract Specialist specified on Page 1 of this solicitation by the Solicitation Question Due Date and Time. If no exceptions are submitted by the Offeror by the date required, the City shall understand this as Offeror's acceptance of the solicitation specifications, process and City of Scottsdale's Terms and Conditions.
10. **Pricing Proposal Forms** – Offeror must submit the pricing proposal forms. Offerors are to provide any discounts available, to include but not be limited to: discounts for upfront payment of maintenance (1yr, 3yr, 5yr); discounts for total project cost, etc.
11. **Proposal Copies and CD - ROM** – Identify and submit one (1) unbound original and five (5) copies of the Offeror's proposal (copies can be bound if the Offeror so desires). If possible in addition to the required hardcopies, please also provide an electronic copy of the Offeror's complete proposal. This electronic copy shall be one (1) file, on a Compact Disc (CD), in Adobe® Acrobat format (PDF), and be an electronic representation of the Offeror's complete proposal document (signature page, quotation page, all attachments, brochures, pamphlets, etc.). The CD shall be labeled with the solicitation number, along with the Offeror's company name.

The Offeror shall complete all sections of the solicitation in the format given (i.e. Offer Sheet, Price Sheet, and Questionnaires) in the space provided. If additional space is needed than what is given, enter "See Attachment A for detail".

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
EVALUATION CRITERIA

GENERAL

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Proposal Evaluation Committee.

CRITERIA FOR EVALUATION AND AWARD

The City evaluates four categories of information: responsiveness, responsibility, the technical proposal and the price proposal. The recommendation for contract award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the City when applying the criteria. All offers must meet the following criteria:

- a) Responsiveness. The City will determine whether the offer complies with the instructions for submitting offers including completeness of offer including required attachments and submissions. The City must reject any offers that are submitted late. Failure to meet other requirements may result in rejection.
- b) Responsibility. Factors that the City may evaluate to determine "responsibility" include, but are not limited to, excessively high or low priced offers; past performance; references (including those found outside the offer); compliance with applicable laws, Offeror's record of performance; whether the Offeror is qualified to legally contract with the City; financial stability; and perceived ability to perform as specified. An Offeror must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract.
- c) Technical Proposal. The City will determine how well offers meet its requirements in terms of response to the specifications and how well the offer addresses the needs of the project. The City will rank offers, without consideration of price, from best to least qualified using a ranking system as an aid in conducting the evaluation. References may be considered again in this portion of the evaluation. Offerors who do not meet the requirements and/or do not rank sufficiently high in the evaluation of their technical response need not be considered for price evaluation and award.
- d) Pricing Proposal. The City will evaluate the pricing proposals for offers that have met the requirements above.

**REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
EVALUATION CRITERIA**

CRITERIA FOR EVALUATION AND AWARD – CONT'D

The evaluation system is described below and listed in order of relative importance. The elements that will be evaluated are as follows:

ELEMENT	WEIGHT %
Pricing Proposal – The evaluation team will evaluate the fee structure for any services, licensing and/or maintenance, including any discounts provided.	30
Technical/Functional Requirements	30
Project Approach, Training Materials	20
Offeror General Disclosure Form, References, Exceptions	10
Firm and Staff Qualifications, Offeror Project Team Information	10

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
PROPOSER'S REFERENCES

The following questions are asked to enable the proposal evaluation team to assess the qualifications of Offerors under consideration for final proposal award. This information may or may not be a determining factor in award of this proposal. **Submit 2 copies of the Proposer's References with your submittal.**

REFERENCES:

List three customers (local presence preferred) for whom you have provided service of a similar scope as this proposal during the past eighteen months. Include the length of any contracts listed. The City of Scottsdale, or its employees, may not be used.

Customer Name: _____ Contact Name: _____

Phone # _____ Fax # _____ email _____

Customer Name: _____ Contact Name: _____

Phone # _____ Fax # _____ email _____

Customer Name: _____ Contact Name: _____

Phone # _____ Fax # _____ email _____

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
PROPOSER'S REFERENCES

List all equipment you intend to use in the performance of this Contract, if applicable.

Signed _____

Title _____

Company _____

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
OFFEROR GENERAL DISCLOSURE FORM

Offeror shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES ☐ NO ☐

If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES ☐ NO ☐

If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES ☐ NO ☐

If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

_____ Initial

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
OFFEROR GENERAL DISCLOSURE FORM

Litigation Information - Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

YES ☐ NO ☐

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

YES ☐ NO ☐

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

YES ☐ NO ☐

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

Offeror General Disclosure form must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm.

Signature: _____

Printed Name: _____

Title: _____

Dated: _____

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
PRICING PROPOSAL FORM

Furnish a pricing proposal that fully reflects Offeror understands the project requirements. Offerors are to provide any discounts available, to include but not be limited to: discounts for upfront payment of maintenance (1yr, 3yr, 5yr); discounts for total project cost, etc. As the Offeror, provide the following separate line items:

1.0 Vendor Supplied ITSM Software system (Please identify and list all proposed costs)				
Description	Quantities	Unit Price	Extended Price	Annual Post Warranty Maintenance Price
Software License or Subscription Cost, Base Software		\$_____	\$_____	\$_____
Software License or Subscription Cost, Optional Software		\$_____	\$_____	\$_____
Software Annual Support Cost used for calculating future years		\$_____	\$_____	\$_____
Optional Services and Associated Expenses		\$_____	\$_____	\$_____
Other Costs (identify)		\$_____	\$_____	\$_____
Total Vendor Supplied Software		\$_____	\$_____	\$_____

2.0 Training Price (Please identify and list all proposed classes)				
Description of Training Modules	Est. Hours to Complete	Class Size	\$ Per Hour	\$ Per Day
At-City Site			\$_____	\$_____
Remote Training			\$_____	\$_____
			\$_____	\$_____
			\$_____	\$_____
			\$_____	\$_____
Total Training Cost			\$_____	\$_____

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
PRICING PROPOSAL FORM

3.0 Third Party Software and Hardware (Please identify and list all proposed software and hardware)

Description	Quantities	Unit Price	Extended Price	Annual Post Warranty Maintenance Price
		\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____
Total Third Party Software		\$ _____	\$ _____	\$ _____

4.0 Travel and Expenses (Please identify travel and/or diem) Total Cost for each category.

Airfare	\$ _____
Lodging	\$ _____
Transportation	\$ _____
Meals	\$ _____
Parking	\$ _____
Telephone	\$ _____
Postage/Express Mail	\$ _____
Supplies	\$ _____
Total Estimated Travel and Expenses	\$ _____

Description	\$ Per Hour	\$ Price Per Day
5.0 On-Going Support (Fixed Rate for Contract Term)	\$ _____	\$ _____
Hourly rate for additional professional services (Identify each professional service – specific position title)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
PRICING PROPOSAL FORM

6.0 Implementation Services (Please identify and list all project implementation services. Separately identify an itemization for each line item in this section.) This estimate should be based on what you know about our requirements, at this time, from the description/requirements.

Description	Estimated Hours to Complete	\$ Per Hour	Extended Price
Project Management		\$ _____	\$ _____
Staging and Installation of non-standard Hardware and/or Operating System and/or Databases and/or Web services		\$ _____	\$ _____
Installation of Software & Load Test		\$ _____	\$ _____
Statement of Work		\$ _____	\$ _____
Software Configuration and Test		\$ _____	\$ _____
Data Conversion		\$ _____	\$ _____
Documentation		\$ _____	\$ _____
Reports		\$ _____	\$ _____
Product Fixes Identified During City Test Process		\$ _____	\$ _____
Go-Live Support		\$ _____	\$ _____
Post Implementation Support		\$ _____	\$ _____
First Year Warranty & Support		\$ _____	\$ _____
Interface Pricing (Please identify and list interface, bridges between vendor proposed software and other applications, development pricing)		\$ _____	\$ _____
Product Customizations/Modification (Please identify changes to your software for your product to meet City technical requirements)		\$ _____	\$ _____
TOTAL ESTIMATED IMPLEMENTATION COST		\$ _____	\$ _____

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
PRICING PROPOSAL FORM

7.0 SUPPORT/MAINTENANCE PRICING		
DESCRIPTION	QUANTITIES	UNIT PRICE
Price annual maintenance for one-year periods beginning with the expiration of the one-year warranty period		\$ _____
Base System Software:		\$ _____
First year after warranty expiration (Year 2)		\$ _____
Second year after warranty expiration (Year 3)		\$ _____
Third year after warranty expiration (Year 4)		\$ _____
Fourth year after warranty expiration (Year 5)		\$ _____
Required Modules and Third Party Software:		\$ _____
First year after warranty expiration (Year 2)		\$ _____
Second year after warranty expiration (Year 3)		\$ _____
Third year after warranty expiration (Year 4)		\$ _____
Fourth year after warranty expiration (Year 5)		\$ _____
DISCOUNT OFFERED		_____
TOTAL SUPPORT FOR FEES YEAR 1-5		\$ _____

NOTE: PROVIDE FOR ALL LEVELS OF SUPPORT SERVICE YOU PROVIDE (I.E., SILVER, GOLD, PLATINUM, ETC).

8.0 TOTAL SYSTEM / PROJECT COST	TOTAL PROPOSED
Total Software – Item #1	\$ _____
Total Training– Item #2	\$ _____
Total Third Party Software and Hardware – Item #3	\$ _____
Total Estimated Travel and Expenses – Item #4	\$ _____
Item #5 – Do NOT provide Total (Intentionally Left Blank)	NA
Total Estimated Implementation Service Costs– Item #6	\$ _____
Total Support/Maintenance Pricing – Item #7	\$ _____
TOTAL PROJECT DISCOUNT	_____
GRAND TOTAL SYSTEM / PROJECT COST	\$ _____

REQUEST FOR PROPOSAL # 10RP041
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM)
PROPOSAL SIGNATURE PAGE

The undersigned hereby offers and agrees to furnish the material, or service, in compliance with all the terms and conditions, instructions, specifications, and any amendments contained in this Request for Proposal document and attached Services, Licensing, and/or Maintenance Agreements and any written exceptions in the offer accepted by the City. The Bidder also certifies it is in compliance with the Non Collusion, Contracts with Sudan and Iran and the Immigration Compliance and Federal and Arizona State Immigration Laws requirements of the solicitation. The undersigned further guarantees the CD – ROM is an exact duplicate of the hard copies provided.

Company Name

Signature of Authorized Person

Address

Printed Name

City State Zip

Title

Telephone Number

Fax Number

Date

E-Mail Address

The Offeror hereby acknowledges receipt of and agrees this submittal is based on the following Addenda.

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Offerors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance

ACORD_{tm}					DATE (MM/DD/YY)																
CERTIFICATE OF LIABILITY INSURANCE																					
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																		
			COMPANIES AFFORDING COVERAGE																		
			COMPANY A																		
INSURED			COMPANY B																		
			COMPANY C																		
			COMPANY D																		
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																					
Co 1 tr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS																
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$																
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$																
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$																
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$																
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/ ☐ INCL PARTNERS/EXECUTIVE ☐ EXCL OFFICERS ARE:				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">WC STATU- TORY LIMITS</td> <td style="width: 10%;"></td> <td style="width: 10%;">OTHER</td> <td style="width: 40%;"></td> </tr> <tr> <td colspan="3">EL EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td colspan="3">EL DISEASE . POLICY LIMIT</td> <td>\$</td> </tr> <tr> <td colspan="3">EL DISEASE . EA EMPLOYEE</td> <td>\$</td> </tr> </table>	WC STATU- TORY LIMITS		OTHER		EL EACH ACCIDENT			\$	EL DISEASE . POLICY LIMIT			\$	EL DISEASE . EA EMPLOYEE			\$
WC STATU- TORY LIMITS		OTHER																			
EL EACH ACCIDENT			\$																		
EL DISEASE . POLICY LIMIT			\$																		
EL DISEASE . EA EMPLOYEE			\$																		
	Other:																				
Description of Operations/Locations/Vehicles/Special Items: City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of insurance company. APPLICABLE CONTRACT NUMBER: 10RP041																					
CERTIFICATE HOLDER ACORD 25-S (1/95)			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.																		
			AUTHORIZED REPRESENTATIVE																		
© ACORD CORPORATION 1988																					

CITY OF SCOTTSDALE
CERTIFICATE OF INSURANCE

City Department:	Project Title:	Contract #:	
Companies Affording Coverage		Current State of Arizona License	Current A.M. Best Rating
Producer:	A. _____ B. _____ C. _____ D. _____ E. _____	Yes	No
Insured:		_____	_____
		_____	_____
		_____	_____
		_____	_____

This is to certify that the insurance policies listed below have been issued to the insured named above for the policy period indicated.

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMIT (,000)
	General Liability ☐ Commercial General Liability ☐ Occurrence ☐ Claims Made ☐ Owner's & Contractor's Prot. ☐ Per Project Product/Completed Operations				General Aggregate Products-Comp/Op Agg. \$ _____ Personal & Adv. Injury \$ _____ Each Occurrence \$ _____ Fire Damage (any one fire) \$ _____ Med. Exp. (any one person) \$ _____
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Garage Liability				Combined Single Limit Bodily Injury (per person) \$ _____ Bodily Injury (per accident) \$ _____ Property Damage \$ _____
	Professional Liability ☐ Type _____ ☐ Claims Made ☐ Occurrence				\$ _____ \$ _____
	Excess Liability ☐ Umbrella Form ☐ Other than umbrella form ☐ Claims Made ☐ Occurrence				\$ _____ \$ _____
	Workers Compensation Employer's Liability				\$ _____ \$ _____ \$ _____
	Builder's Risk				
	Other:				

Description of Operations/Locations/Vehicles/Special Items:

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights to recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of Insurance Company. **APPLICABLE CONTRACT NUMBER: 10RP041**

CERTIFICATE HOLDER/ADDITIONAL INSURED City of Scottsdale 9191 E. San Salvador Drive Scottsdale, AZ 85258	Authorized Representative of the insurance company(ies) Signature: _____ Date: _____
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SOFTWARE SERVICES AGREEMENT



The following is the City's current Services Agreement format being used for the implementation of software related purchases. This sample agreement format is the City's desired method of contracting with a vendor. The City expects the final agreement to contain these Terms and Conditions, however, you are expected to indicate compliance, compliance with comments, suggestions and concerns or non-compliance with each section. A separate section of your submittal must include a response identifying the Services Agreement comments.

THIS CONTRACT, made and entered into this _____ day of _____, 200_, by and between the City of Scottsdale, a Municipal Corporation of the State of Arizona hereinafter referred to as "City", and _____, hereinafter referred to as "Contractor".

WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for services;

WHEREAS, the City desires to contract for

WHEREAS, Contractor is duly qualified to perform the requested services;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the Contract Administrator for the City, further named herein, to provide the services required by this Contract.

1.1 SERVICE DESCRIPTION

Will be created upon Contract development.

2.0 CONTRACT DOCUMENTS

The final contract between the City of Scottsdale and the Contractor shall consist of the Services Agreement; the Software License Agreement; Software Maintenance Agreement, any Scopes of Work incorporated herein; the City Request for Proposal and the Contractor's Submitted Proposal. In the event of a conflict in language between any contract documents the provisions of the following in order of precedence shall govern:

1. Amendments to the Services Agreement and/or Software License Agreement.
2. Services Agreement
3. Software License Agreement
4. Request for Proposal
5. Contractor's Proposal

3.0 CONTRACT MODIFICATION

A Contract Modification alters the terms and conditions of the Contract and must be signed by all the parties signing the original Contract.

4.0 CONTRACT CHANGE ORDER

The City may, at any time as the need arises, order changes within the Scope of the Work without invalidating this Agreement.

The City, also may at any time, by issuing a written Change Order from the Contract Administrator, make changes in the details of the work not affecting price. The Contractor shall proceed with the performance of any changes in the work so requested unless the Contractor believes that such written request entitles him to a change in price, in which event Contractor shall give City written notice thereof within five (5) days after the receipt of the Contract

Administrator's written Change Request. The Contractor shall not execute such changes pending resolution as to the applicability of a formal Change Order as described below. If Contractor performs work authorized under a written Change Order and subsequently claims a price change, the City shall not be obligated to the price.

Contractor may initiate changes in the work by completing a Change Order and submitting it to the Contract Administrator. Any Change Order submitted by the Contractor shall be submitted within five (5) days of identifying the subject of the request. The City Contract Administrator and the Contractor's Project Manager will assess the need to include the change in the Scope of Work as described herein. If the change is approved and does not affect price the Change Request will be processed as outlined in the paragraph above.

Change Orders determined to require additional monies will not be included in the project unless City approves an increase in price.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

5.0 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Contractor will follow the Federal Government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

6.0 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then, notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

7.0 F.O.B. DESTINATION

Contractor shall deliver the products purchased by or licensed to the City, FOB to the site designated on the City Standard Purchase Order Form. Contractor shall be totally responsible and liable for the safety, security, and accuracy of shipment inventory of all products until installed, rendered operable, tested and accepted for Operational Availability Demonstration (OAD), by City except in the event of City's negligence.

8.0 ATTORNEY'S FEES

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

9.0 COMPLIANCE WITH LAWS

Contractor agrees fully to observe and comply with all applicable Federal, State and local laws, rules, regulations and orders pertaining to the production and sale of the goods ordered, and upon request, Contractor will furnish City certificates of compliance with such laws, rules, regulations and orders.

9.1 IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

9.2 CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the contractor certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

10.0 TIME OF COMPLETION

- A. The date of beginning, rate of progress, and the time for completion of the work to be done hereunder are critical conditions of the contract. The work embraced in the contract shall be commenced upon authorization by the Scottsdale City Council. The entire system, as defined, shall be completed within the time frame specified within the Contractor's detailed system implementation plan as approved by the City's Contract Administrator.
- B. The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate as will insure full completion thereof within the time specified. It is expressly understood and agreed by, and between the Contractor and the City, that the time for completion of the work described herein is a reasonable time for completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality, nature of the work or work site.
- C. It should be noted that the time for acceptance includes complete delivery, installation, optimization of the entire system, for each phase explicitly including all system software, and services, and all corrections of defects uncovered during testing, and additional tests or retests that may be required and delivery of documentation and training.
- D. Final acceptance occurs only after all delivery, installation, testing, correction and re-testing have been satisfactorily completed, and when all maintenance manuals and other documentation required by the Scope of Work have been delivered and found to be satisfactory.

11.0 TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's, suppliers or subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this contract.

TERMINATION – CONT'D

Termination for Cause: City may also terminate this contract or any part hereof with fourteen (14) days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this contract for default, such termination may be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

12.0 RESONSIBILITY FOR PRIVILEGE (SALES) TAXES

The Contractor shall be responsible for payment of all State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on contract income, whether or not such taxes are specifically separated in the contract amount.

13.0 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice pursuant to Section 12.0 of termination to the Consultant at least thirty (30) days prior to the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of such period.

14.0 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

No right or interest covered by this Contract shall be assigned in whole or in party without the prior written consent of the City.

15.0 FORCE MAJEURE

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

16.0 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

17.0 SUBCONTRACTING

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this contract rests with the Contractor.

18.0 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

19.0 ACCEPTANCE TESTING

Acceptance Testing Plan. The parties shall prepare a written Acceptance Test Plan to verify that the Software operates in accordance with the requirements of the Agreement. The acceptance testing shall take part in three phases. The Licensors shall have a product support representative readily available for the duration of acceptance testing and for post installation evaluation.

PHASE ONE- Licensors shall perform its standard test procedures and shall certify to City in writing that the Software is installed and operating in accordance with Licensors' and/or manufacturers published specifications and any additional specifications referenced in this Agreement and the applicable Schedules. In the event Licensors does not so certify within thirty (30) calendar phase of the Acceptance Testing.

PHASE TWO- with the advice and assistance of Licensors, City staff shall implement all necessary table, formula or configuration changes necessary to satisfy City requirements. Again, with the assistance of the Licensors, city staff shall then operate the Software in a test environment, to perform (i) City's routing business transactions; (ii) activities performed during any Licensors benchmark or other demonstrations and; (iii) such other transactions as may reasonably be deemed desirable to confirm compliance with all applicable specifications. In the event the Software fails to perform in compliance with all applicable specifications for a period of ten (10) consecutive business days, Licensors shall make repairs or replacement without delay and City shall operate the Software for an additional period until the Software so performs for a period of ten (10) consecutive business days.

In the event such failure continues in whole or in part for a period of more than thirty (30) calendar days from the installation date, the Software will be deemed not to have completed this phase of the Acceptance Testing.

PHASE THREE- After the Licensors has received a written acceptance letter form the Contract Administrator regarding PHASE TWO testing, an Operational Availability Demonstration (OAD) will commence using live data. The Software will be required to meet the criteria specified in Phase Two above.

ACCEPTANCE TESTING-CONT'D

Final Acceptance "Final Acceptance" shall mean a written final acceptance of the work by the Contract Administrator for the City of Scottsdale. The Contract Administrator or his/her designee shall make the final acceptance promptly after all the work under the Agreement has been completed in accordance with the Agreement documents and after final inspection, testing and evaluation conducted in PHASE THREE.

Use Shall Not Constitute Acceptance In no event shall use of the Software by City for any purpose during any phase of acceptance testing, constitute Final Acceptance of the Software.

Failure to Complete In the event the Software is deemed not to have successfully completed acceptance testing, City may elect one or more of the following options:

- a. City may terminate this Agreement, including any related orders, and request the removal of the Software or any Component or Module failing acceptance testing. Licensor shall immediately refund any money previously paid to it by City hereunder and this Agreement is terminated.
- b. City may request, and Licensor shall install, at no additional cost, within such time period as may be mutually agreed, a replacement of the Software or any Component or Module failing Acceptance Testing. Such replacements shall be subject to acceptance testing as provided in this Section.
- c. City may continue the acceptance test.
- d. City may conditionally accept the Software or any Components(s) or Module(s) thereof subject to enforce any damages.
- e. City may pursue any remedy available hereunder or available at law or inequity and seek to enforce any damages.

20.0 TRAINING

Scope and cost of training shall be determined by Contractor and City and specified in Schedule F, attached hereto. This Training Plan shall include, identification of trainer and trainer's credentials, identification of staff to be trained, outline of training, description of facilities/equipment required for training, sample of training documents, number of training hours to be delivered and cost of training. Training cost shall detail training, travel, material and all incidental costs.

21.0 BUSINESS REQUIREMENTS

Contractor is aware of City's business requirements for the intended uses of the Software, specifically set forth in Request for Proposal, and the Software shall satisfy such requirements in all material respects, is fit for such intended uses and will operate fully and correctly in the operating environment identified in Request for Proposal.

22.0 SYSTEM DESIGN RESPONSIBILITY

Nothing in the Scope of Work shall relieve proposers of system package design responsibility. The successful proposer is, in all cases, solely responsible for the performance of the delivered system, and for the furnishing complete system documentation.

23.0 SOFTWARE ENHANCEMENTS AND COVERAGES

Contractor will supply City with any improvements or modifications ("Enhancements") to the software which are announced by the Contractor to be generally available with or without charge to users of the software, including all related user documentation. City will furnish access to City's equipment and software for the installation or loading of the enhancements, which will be accomplished by the Contractor in cooperation with the City.

Contractor will provide its best effort to correct or replace software and to remedy any programming error which is attributed to the Contractor and which affects performance of the software. Such correction, replacement and service will be promptly accomplished after City has identified and notified Contractor of any such error in accordance with agreed reporting procedures.

City agrees to provide Contractor with audit trails and other data, and with sufficient support and test time on City's computer system to duplicate the problem, and to verify that the error has been fixed.

City shall not make modifications to the software that have restrictions without the prior written consent of the Contractor. Contractor shall not be responsible for maintaining City modified portions of the software. Corrections for difficulties or defects traceable to City errors or system changes will be billed at Contractor standard time and materials rates. Contractor will notify City and receive prior authorization whenever it intends to bill the City for services as a result of defects traceable to City's error or system changes.

24.0 CONTRACTOR TRADEMARKS / ADVERTISING

City will allow Contractor's registered trademarks, service marks, or logos to appear on specified pages of the City's website as the Contractor Administrator, with Information Technology concurrence, may approve in writing. Such approved marks and logos shall be located at the bottom of the page in the smallest reasonable font and/or size. Any approved use of Contractor's logos shall be limited to those instances necessary to acknowledge Contractor's ownership rights.

No other advertising or publicity concerning the City using the Contractor's services shall be undertaken without the prior written approval of such advertising or publicity by the City Contract Administrator with the concurrence of the Purchasing Director.

25.0 OWNERSHIP, PROTECTION AND SECURITY

City shall at all times retain its ownership of any graphics, text, data, content, materials, or any other information, and all records and databases supplied or furnished by City hereunder, whether for incorporation within or delivery through the application(s), or any other purpose undertaken by Contractor. Contractor shall immediately cease its use of all such materials upon the termination of this Contract, and, if requested, shall promptly return such information or materials to the City or destroy same

26.0 NONDISCLOSURE

Through the exercise of each party's obligations to perform under this Contract, each party may be presented access to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other format, including, but not limited to: (i) oral and written communications of one party with the officers and staff of the other party and which are marked or identified as confidential or secret or similarly marked or identified; (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information"); and (iii) trade secrets.

In recognition of the other party's need to protect its legitimate business and proprietary interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law, including the Public Records law of the State of Arizona, redistribute, market, publish, disclose, or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly, in any way for any person or entity (i) any of the other party's Confidential Information, and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

The parties' nondisclosure obligations shall be in effect during the term of this Contract and for a period of seven (7) years after the termination of this Contract.

Or

The parties' nondisclosure obligations shall be in effect during the term of this Contract and for a period of _____ () years after the termination of this Contract; provided, however, Contractor's nondisclosure obligation as to the following City Confidential Information shall remain in effect indefinitely: (insert list of confidential items).

27.0 RIGHTS AND REMEDIES

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

28.0 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be _____ or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

29.0 BILLING AND PAYMENT

The Contractor shall present an invoice, in duplicate, for services rendered. The billing shall be at the contracted price. The billing shall contain, if applicable, adjustments for additions, deletions, or changes in service and credit for services charged but not performed. The City will pay the billed amount, but not sooner than thirty (30) days after processing and approved invoice.

The City will pay the Contractor for each phase of the contract as follows:

Software and/or Hardware:

1. Twenty percent (20%) of contracted amount plus expenses for the Fit/Gap Analysis and Statement of Work upon delivery and installation of computer software system (including necessary hardware, if applicable).
2. Fit/Gap Analysis and Statement of Work. (However the City may choose, without further obligation, to terminate the project if a mutually agreeable Fit/Gap Analysis and Statement of work cannot be developed. If this occurs the City's only obligation shall be for the payment of the "Fit/Gap analysis" amount identified within the fee schedule.)
3. Twenty percent (20%) of contracted amount upon successful demonstration of the software and/or hardware and successful implementation of data communications, to co-exist with all existing hardware and software as needed, PHASE ONE (OAD).
4. Thirty percent (30%) of contracted amount upon successful completion of conversion of data into the new system unit testing, system test and integration of all delivered components, PHASE TWO (OAD).
5. Thirty percent (30%) of contracted amount upon formal, written final acceptance of the total system. The system will be formally accepted when the software and/or hardware system performs as proposed, and successful correction of problems and any deficiencies noted during implementation.

Training and Services will be paid after delivery of the training or services and receipt of proper invoice.

The City reserves the right to review the Contractor's proposed progress payment schedule and negotiate the final payment sequence with the selected proposer.

Failure to successfully complete a phase(s) or a portion thereof may result in the City adjusting payment to reflect Contractor performance.

30.0 MAIL INVOICES TO:

City of Scottsdale

The City is not liable for delays in payment caused by failure of the Contractor to send invoice to the address specified.

31.0 NON-EXCLUSIVE AGREEMENT TO PURCHASE

Nothing in this contract shall be construed to limit the City in its ability to purchase software from other sources other than or in addition to the Contractor.

32.0 INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, 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 negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services 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.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

33.0 INSURANCE REPRESENTATIONS AND REQUIREMENTS

General: Consultant agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

INSURANCE REPRESENTATIONS AND REQUIREMENTS-CONT'D

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

Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract

Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

Policy Deductibles and or Self-insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Scottsdale. Contractor shall be solely responsible for any such deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

Use of Subcontractors: If any work under this agreement is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

Evidence of Insurance: Prior to commencing any work or services under this Contract, Contractor shall furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions

Certificates shall specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance.

INSURANCE REPRESENTATIONS AND REQUIREMENTS-CONT'D

2. Contractor's insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. Certificate shall cite a thirty (30) day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

34.0 REQUIRED COVERAGE

Commercial General Liability: Consultant shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit.

The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

Professional Liability: If the Contract is the subject of any professional services or work, or if Contractor engages in any professional services or work adjunct or residual to performing the work under this Contract, Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$1,000,000 all claims.

Vehicle Liability: Contractor shall maintain Business Automobile Liability insurance with a limit of \$500,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying.

Workers Compensation Insurance: Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and shall also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

35.0 WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

Contractor's warranty shall run to City, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to City, when notified of such nonconformity by City, provided City elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by City in doing so. Contractor recognizes that City's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse City for the costs, delays, or other damages which City has incurred.

The CIUBS shall be warranted by the contractor to be free of all defects in software, materials and workmanship for one (1) year following final acceptance by the City. During the warranty period the contractor shall replace or repair any defects at no additional cost to the City.

The contractor shall provide maintenance services during the one (1) year warranty period at no additional cost to the City.

36.0 CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, and with approval of the contracted vendor, this Contract may be extended for use by other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, and/or rules and regulations of the respective political entity.

37.0 PATENTS

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract except for goods manufactured entirely to City's specifications and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

38.0 NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of City: City of Scottsdale

In the case of the Contractor: Address as indicated upon Contractor's submittal on the Proposal Signature Page of this RFP.

39.0 START AND COMPLETION OF WORK

Work shall start as specified within the Notice of Award. The entire system as defined shall be completed within the time frame specified by the Offeror's detailed system implementation plan approved by the City.

40.0 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

41.0 RECORDS AND AUDIT RIGHTS

Contractor's and Subcontractor's books, records, correspondence, accounting procedures and practices, as well as computer readable data, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims based on Contractor's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Contractor pursuant to this Contract.

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Contractor and Subcontractor facilities, and shall provide adequate and appropriate work space in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Contractor or Subcontractor reasonable advance notice of intended audits.

42.0 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

43.0 TAXES

Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this professional service. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor for these services.

44.0 COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

45.0 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

46.0 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

47.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S W-9 FORM

Prior to any contract payment being made, that attached I.R.S. Form **must** be completed and submitted to the following address:

City of Scottsdale
Accounts Payable Division
7447 E. Indian School Road
Scottsdale, AZ 85251

48.0 NO WAIVER

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other rights hereunder. All waivers must be in writing and signed by the party to be charged. Any waiver by either party of any requirement hereunder shall be deemed to be a specific limited waiver, and shall not be deemed to be a continuing waiver nor a waiver of any other requirement hereof.

49.0 CONTRACTOR EMPLOYEE'S COMPLIANCE WITH CITY ADMINISTRATIVE REGULATIONS

Any Contractor employees performing work under this contract shall be expected to conform to City Administrative Regulations and Administrative Guidelines relating to travel expenses, firearms, anti-discrimination, workplace security, electronic communication and computer security.

SAMPLE

IN WITNESS WHEREOF, the City of Scottsdale by its Mayor and City Clerk have hereunto subscribed their names this ____ day of _____, 200 .

CITY OF SCOTTSDALE

By: _____
W. J. "Jim" Lane, Mayor

ATTEST:

CONTRACTOR:

By: _____

By: _____
Carolyn Jagger, City Clerk

CITY OF SCOTTSDALE REVIEW:

CITY CONTRACT ADMINISTRATOR

Bill Yazel
Purchasing Director

By: _____

Pauline Hecker
Risk Management Director

APPROVED AS TO FORM:

Brad Hartig
Information Systems, C.I.O.

Office of the City Attorney

Schedule F Training Plan and Fees

Licensor and City shall prepare this schedule.

The Training Plan shall include:

- Training scope and description include the following as a minimum:

Number of days or hours of recommended training

Maximum number of trainees accommodated in each session

Time frame when training is offered

Location of training, if on City site, include description of facilities/equipment required

Outline of training

Recommended participants in training

Qualifications of training instructors

- Attach a sample of training documents

- Fee structure

Fee and basis (how much per participant or per hour or per day)

Other expenses must be identified and stated as additional or included.

Include the following statement in the fee schedule:

Any fees not identified in this Schedule, require the prior approval of the Contract Administrator.

SOFTWARE LICENSE AGREEMENT

The following is the City's current Software License Agreement format being used for the implementation of software related purchases. This sample agreement format is the City's desired method of contracting with a vendor. The City expects the final agreement to contain these terms and conditions, however; you are expected to indicate compliance, compliance with comments, suggestions and concerns, or non-compliance with each section. A separate section of your submittal must include a response identifying the Software License Agreement comments.

THIS SOFTWARE LICENSE AGREEMENT, hereinafter referred to as "Agreement", made and entered into on the (day) of (month/year), by and between CITY OF SCOTTSDALE, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and (name of Licensor), hereinafter referred to as "Licensor" having its principal place of business at (complete business address).

WITNESSETH

WHEREAS, Licensor has developed and owns certain computer Software and related documentation, and

WHEREAS, Licensor is willing to grant a License to such Software upon and subject to terms and conditions of this Agreement; and

WHEREAS, City desires a License from Licensor to use such Software, (insert name of software) and documentation for (brief description of software purpose)

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 DEFINITIONS

1.1 "Commentary" shall include explanations, flow charts, algorithm and subroutine descriptions, memory and overlay maps and any other documentation of the source code form of the Licensed Software.

1.2 "Component(s)" shall mean any portion of the Software supplied by Licensor that is subject to this Agreement. Component(s) and Module(s) may be used interchangeably. Most commonly, the term Component implies a smaller scale portion of the Software than does the term Module.

1.3 "Defect" shall mean for the purpose of the Software, any error, problem or malfunction in the Software, or any Component(s) or Module(s) thereof, if such error, problem or malfunction: (i) causes the Software not to meet the Specifications and Requirements; (ii) causes the Software to be incomplete, operate improperly or to produce inaccurate results; (iii) prevents the Software from operating in accordance with the Documentation, or (iv) results in the corruption of data used with such Software. Defects shall mean for purposes of any Documentation any error or omission in the Documentation, if such error or omission causes the Documentation to be incomplete or inaccurate.

- 1.4** "Documentation" shall mean all written or electronic materials pertaining to the Licensed Software as the context may require, including, but not limited to, operator and user manuals and documentation; training manuals, guides, documentation and lesson plans; program specifications; descriptive information and materials; file layouts and data models; design documents and specifications and any other materials prepared in connection with any Software Modification, Enhancement or Upgrade; any written or electronic materials pertaining to the features, use, functioning and operation of the Software; implementation plans and other documentation developed in connection with Software installation planning and acceptance or other test plans and documentation as set forth in Schedules A and B and any other relevant Schedule attached hereto.
- 1.5** "Enhancement(s)" shall mean improvements in the Software or Component(s) or Module(s) thereof, that adds to, or expands the capabilities and functionality of the Software beyond that provided in an Upgrade or Modification.
- 1.6** "Final Acceptance" shall mean a written notice from City that informs Licensor of satisfactory performance pursuant to Services Agreement, Section 20.0, Acceptance Testing.
- 1.7** "Hardware" shall mean the computer and related equipment on which the Licensed Software is to be run, as specified in Schedule B.
- 1.8** "Intellectual Property Rights" shall mean all patents, patent rights, patents applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and confidential information relating to the aforementioned.
- 1.9** "License" shall mean City's use of the Software as described in Section 2, herein.
- 1.10** "Licensed Server(s)" shall mean the server(s) defined in Schedule B
- 1.11** "Licensed Users" shall mean the City, its officers, employees, agents and authorized contractors.
- 1.12** "Maintenance and Support Services" shall mean the full complement of tasks and activities which Licensor is required to provide under Schedule E.
- 1.13** "Modification(s)" shall mean those additions and changes to the functionality of the Software which have been requested by the City and which will be provided by the Licensor under this Agreement.
- 1.14** "Server(s)" shall mean equipment that controls and executes Software.
- 1.15** "Software" shall mean the executable version of computer programs and any related documentation, excluding maintenance diagnostics.
- 1.16** "Source Code" shall mean the human readable form of the Licensed Software written in a programming or scripting language.
- 1.17** "Specifications and Requirements" shall mean all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Software which are set forth or referenced in: i) this Agreement, including Schedules attached hereto; and ii) the Documentation. Any conflict between the requirements or specifications referenced in subparts (i) and (ii) of this definition shall be resolved in favor of subpart (i), except to the extent the City elects to resolve a conflict in favor of subpart (ii).

- 1.18** "Upgrade(s)" shall mean improvements in the Software, or Component(s) or Module(s) thereof, which relate to operating performance, but do not change the basic function of the Software. Upgrades shall include improvements or changes to meet federal or state mandated reporting requirements and improvements or changes required for the Software to function on different operating systems.
- 1.19** "Warranty Period" shall mean the term during which the Licensor performs the tasks required, at no charge to City, to maintain Software performance as specified in Section 13.0 and the applicable Schedules of this Agreement. The Warranty Period shall commence on the date of City's Final Acceptance of the Software. The length of the Warranty Period shall be specified in Schedule D, attached hereto.

2.0 LICENSE

- 2.1** Licensor hereby grants to City a perpetual, nonexclusive, non-transferable License to use the Software, described in Schedule A, subject to the terms and conditions set forth in this Agreement and the Schedules attached hereto. Licensor agrees that City may:

- 2.1.1** Transfer and/or transmit the Software from storage units or media into the local memory of the Licensed Server(s) in machine readable form;
- 2.1.2** Use the Software on the Licensed Server(s) in machine readable form;
- 2.1.3** Reproduce the Software and Documentation only as defined in Section 7.0 herein.

- 2.2** Except as expressly provided in this Agreement, or as required by U.S. or Arizona law, City agrees that it may not:

- 2.2.1** Sublicense, sell, rent, lend, or lease the Software. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations hereunder without the prior written approval of Licensor is void;
- 2.2.2** Disclose, distribute or otherwise make the Software or portions thereof or service of the Software or portions thereof of the Documentation available to any party other than Licensed Users at any time;
- 2.2.3** Modify the Software in any way without the prior written consent of Licensor;
- 2.2.4** Use, copy or otherwise transfer the Software and the Documentation, or any copy, modification or merged portion thereof, in whole or in part except as expressly allowed under this Agreement;
- 2.2.5** Reverse engineer, de-compile, disassemble, or analyze the data for the purpose of determining structure of the program or otherwise violate the provisions of this Agreement.

3.0 LICENSE FEE

- 3.1** As consideration for the License, City will pay Licensor the amounts set forth in Schedule C, attached hereto, in accordance with the terms stated herein.

Specific payment provisions are identified in the Commodity and Services Agreement.

4.0 LICENSED SOFTWARE

4.1 Software. Licensor shall deliver to City the number of copies of the executable form of the Software specified in Schedule A, which shall be contained on machine-readable media which can be read by the Hardware on which the Software is to be run, as specified in Schedule B.

4.2 Documentation. Licensor shall deliver to City the number of copies of the Documentation as specified in Schedule A.

4.3 Source Code. Licensor shall deliver to City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:

- a. Licensor becomes insolvent; or
- b. Licensor ceases to conduct business; or
- c. Licensor makes a general assignment for the benefit of creditors; or
- d. A petition is filed in Bankruptcy by or against Licensor.
- e. Licensor removes the Software from maintenance or otherwise refuses to provide support for the Software.

4.3.1. Use. Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.

4.3.2. Modification. If City has the rights to receive the Source Code as defined in Subsection 4.3 above, the City shall have the right to modify Source Code for the purpose of maintaining such Software so that it continues to function as specified in this Agreement, provided that the Source Code as modified shall remain subject to the restrictions set forth in Subsection 4.3.1 above.

5.0 OPERATING ENVIRONMENT

The operating environment is identified on pages _____ of the RFP and are further agreed within _____ proposal.

6.0 THIRD PARTY LICENSE

6.1 Except as to Software already licensed to the City by others, Licensor shall sublicense to City third party Software, if any, required for the functionality of the Software described in Schedule A to operate in the environment described in Schedule B. City reserves the right to accept or reject third party license terms. If City rejects the terms of a third party license, it shall be Licensor's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to City. City's acceptance of the third party license terms shall not be unreasonably withheld.

6.2 City may elect to execute a separate License Agreement with the third party in lieu of a sublicense as specified in Subsection 6.1 above.

7.0 REPRODUCTION

The Software may not be copied or reprinted in whole or in substantial part, except, however City may make additional copies of the Software for back up and on-going support purposes. City may copy documentation, as needed, for its own internal use.

8.0 TERMINATION

Either party has the right to terminate this Agreement if the other party breaches or is in default of any material obligation, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default from the non-defaulting party or within such additional cure period as the non-defaulting party may authorize.

Notwithstanding anything to the contrary in this Agreement, in the event that the City disputes in good faith an allegation of default by the Licensor, the Licensor agrees that it will not terminate this Agreement or suspend or limit any of its performance obligations or warranties or repossess, disable or render unusable the Software, unless i) the parties agree in writing, or ii) an order of a court of competent jurisdiction determines otherwise.

9.0 NEW LOCATION

City may, at any time, without prior notice to or consent of Licensor, install the Software on any other Server or move the Server to any other location, other than the site of initial installation that is owned or controlled by City. In the event Software is installed on a different Server, the City shall remove the Software from the previous Server. City shall thereafter promptly give Licensor notice of such installation or move.

10.0 SOFTWARE MAINTENANCE CONTRACT RENEWAL OPTION

After expiration of the Warranty Period, if City elects, Licensor shall provide maintenance in connection with the Software, pursuant to the terms of the Maintenance Agreement. The fee and payment schedule for the initial maintenance period is set forth in Schedule E.

11.0 INDEMNITY

Licensor, at its own expense, shall indemnify, defend and hold harmless City, its officers, employees and agents and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including attorneys' fees, to the extent that it is based upon a claim that the Software used hereunder infringes or violates any patents, copyrights, trade secrets, licenses, or other property rights of any third party, whether or not such claim is successful. City may, at its own expense, assist in such defense if it so chooses, provided that, as long as Licensor can demonstrate sufficient financial resources, Licensor shall control such defense and all negotiations relative to the settlement of any such claim. City shall promptly provide Licensor with written notice of any claim which City believes falls within the scope of this paragraph.

In the event that the Software or any portion thereof is held to constitute an infringement and its use is enjoined, Licensor shall have the obligation to, at its expense, (i) modify the infringing Software without impairing in any material respect the functionality or performance, so that it is non-infringing, (ii) procure for City the right to continue to use the infringing Software, or (iii) replace said Software with equally suitable, non-infringing software. If none of the foregoing alternatives are available to Licensor, City shall receive a repayment of all monies paid to Licensor, and Licensor shall accept return of the Software at its expense, once City has arranged for the continuation of the functions performed thereby.

Licensor agrees to indemnify City for any liability or expense due to claims for personal injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal (i) arising out of the furnishing or performance of the Software or the services provided hereunder or (ii) arising out of the fault or negligence of Licensor, or any of its agents, employees, or subcontractors (or any allegations of any of the foregoing).

Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

12.0 PROPRIETARY PROTECTION

To the extent permitted by United States or Arizona law:

- 12.1** Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, process or procedures or any other confidential business information of the other party which it learns during the course of its performance of this Agreement, without the prior written consent of such other party.
- 12.2** City agrees that any copies of the Software or Documentation which it makes pursuant to this Agreement shall bear all copyright, trademark and other proprietary notices included therein by Licensor and except as expressly authorized herein, City shall not disclose or distribute same to any third party without Licensor's prior written consent. Notwithstanding the preceding sentence, City may add its own copyright or other proprietary notices to any Software or Documentation Modifications to which City has ownership rights pursuant to this Agreement.
- 12.3** The parties agree, both during the term of this Agreement and for a period of seven (7) years after termination of this Agreement and of all licenses granted hereunder, to hold each other's confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each other's confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Agreement. Provided, however, that if Licensor's Confidential Information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S. Title 39, Licensor shall reimburse to City the full cost of litigation City's refusal to release the information, including costs of litigation, City attorney fees, fines, penalties or assessments of opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement.
- 12.4** In the event Licensor ceases support of Software provided to the City and refuses to provide support for the Software where such support is requested in writing by City and such refusal continues for a period of more than sixty (60) days, then with thirty (30) days advance notice to Licensor in writing, the City may disclose confidential information to the extent necessary to allow a third party to provide maintenance services solely for the benefit of City, provided that City ensures that all persons who receive such confidential information are bound by an agreement that protects the confidentiality of the information disclosed with terms at least as restrictive as those in this Agreement.

13.0 WARRANTY

Licensor hereby warrants and represents to City as follows:

- 13.1 Ownership.** Licensor is the owner of the Software or otherwise has the right to grant to City the License without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by Licensor;
- 13.2 Warranty Period.** During the Warranty Period or indicated in Schedule D, Licensor shall provide to City, without additional charge, all reasonably necessary telephonic, electronic and/or written consultation requested by City in connection with its use and operation of the Software or any problems therewith.
- 13.3 Quality.** The Software including all Components, Modules and Source Code is and will be free of known viruses, worms and Trojan horses, and any code designed to disable the Software because of the passage of time, alleged failure to make payments due, or otherwise (except for documented security measures such as password expiration functions). All work performed by the Licensor and/or its subcontractors pursuant to this Agreement shall meet industry accepted standards of excellence and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge.
- 13.4 Documentation.** All Documentation is in all material respects complete and accurate, and will enable technical staff and other City employees with ordinary skills and experience to utilize the Software for all purposes for which it is being acquired by the City. The Documentation will be updated to reflect all releases of the Software, and any and all other Modifications, Enhancements, Upgrades and error corrections provided by Licensor, and all such Documentation updates will be of equal or greater quality to the initial Documentation provided to the City and will be delivered within thirty (30) days after the release of the Modifications, Enhancements, Upgrades, or error corrections to which the Documentation update applies has been delivered to the City.
- 13.5 Response Time.** During the Warranty Period, and for the term of any Maintenance Contract, the Software shall perform in the time frame(s) set forth in Schedule D.
- 13.6 Capacity.** During the Warranty Period and for the term of any Maintenance Contract, the Software can maintain, use update, and otherwise process the number of transactions at the performance levels defined in Schedule D.
- 13.7 Reliability.** During the Warranty Period and for the term of any Maintenance Contract, the Software can maintain the reliability standards set forth in Schedule D. Licensor specifically does not warrant that the codes, programs, systems and/or designs developed, supported and maintained pursuant to this Agreement will operate completely uninterrupted or completely error free. Other than as provided in Schedule B, Licensor takes no responsibility and assumes no liability with respect to the choice or operation of computer equipment and other software selected by City for operation of the Software;
- 13.8 Maintenance.** Licensor shall, at no additional cost to City, maintain the Software during the acceptance testing period and Warranty Period to the same level as defined in Schedule E, attached hereto. Licensor response time and responsibility shall be as set forth in said Maintenance Agreement.

- 13.9 Service Warranty.** For the Warranty Period and the term of any Maintenance Contract, Licensor warrants that it shall maintain the Software in good working order, keep it free from Defects and remedy any failure of the Software to perform in accordance with this Agreement, including the warranties set forth herein and the Schedules attached hereto. Licensor agrees to respond to any request for service due to a Defect by telephone response by a qualified and knowledgeable representative within one (1) working day of receipt of such request. The parties shall further specify in Schedule E acceptable time frame(s) for Licensor to provide remedy to any such Defect and the consequences for failure to remedy in the stated time frame(s) during any period that the Software is covered by Licensor's maintenance. If Licensor fails to remedy any such Defect within the agreed time frame, or any extended time frame authorized at City's sole discretion, during the Warranty Period, City shall receive an extension of the Warranty Period equal to the time required for the remedy.
- 13.10 Representations.** Licensor warrants that all items, materials, information and representations of any kind were and are true and correct.

14.0 TAXES

City will reimburse Licensor for any taxes imposed on this Agreement, on the Software provided hereunder, or on the use thereof; provided, however, that City shall have no obligation to pay any taxes or amounts (i) that are based upon net income, or (ii) that are personal property taxes assessed on Software that are leased, rented or licensed to City; or (iii) that are personal property taxes assessed or assessable for any period prior to the Final Acceptance Date for the applicable Software; or (iv) in the event City has no obligation under this Agreement to pay the lease, rental, license, purchase or other acquisition or usage price or fee for the Software against which the tax is assessed or otherwise due and payable; or (v) that are due in whole or in part because of any failure by Licensor or its agents to file any return or information required by law, rule or regulation; or (vi) that are due in whole or in part in connection with the perfection of Licensor's security interest in any Software. Licensor hereby agrees to pay, and to hold City harmless against, any penalty, interest or additional tax that may be assessed or levied as a result of the failure or delay of Licensor or its agents to file any return or information required by law, rule or regulation.

15.0 ATTORNEY'S FEES

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

16.0 ADMINISTRATIVE PROVISIONS

The following administrative provisions shall apply to this Agreement:

- 16.1** This Agreement shall be governed by and interpreted under the laws of the State of Arizona.
- 16.2** Each executed copy of this Agreement shall be deemed to possess the full force and effect of the original.

16.3 Any amendment, modification or addendum to this Agreement shall not be binding on either party unless it is in writing and is executed by both parties.

16.4 The captions used in this Agreement are solely for the convenience of the parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

17.0 SEVERABILITY

If any term or provision of this Agreement or any Schedule attached hereto is held invalid or otherwise unenforceable, then, notwithstanding such invalidity or unenforceability, this Agreement and the Schedules shall remain in full force and effect and such term or provision shall be deemed to be deleted

18.0 ASSIGNMENT

Neither party shall assign this Agreement with prior written consent of the other party, which shall not be unreasonably withheld. An assignee of either party, if authorized hereunder, shall be deemed to have all of the rights and obligations of the assigning party set forth in this Agreement. It is understood that no assignment shall release the assigning party from any of its obligations hereunder.

19.0 SURVIVAL OF WARRANTIES

The representations and warranties contained in this Agreement that by their sense and context, are intended to survive the performance thereof by either or both parties hereunder, shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments due hereunder.

20.0 NOTICES

20.1 All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand, facsimile, e-mail, or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Licensor:

(insert, company & contact name, address, phone, fax, and email of Licensor)

In the case of City:

(insert, name, address, phone, fax, and email of City's Contract Administrator)

20.2 Notices shall be deemed received on date delivered if delivered by hand, on the date recorded by the hardware if sent by facsimile or email and on the delivery date indicated on receipt if delivered by certified or registered mail. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

21.0 IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

22.0 CONSENT TO JURISDICTION, VENUE AND SERVICE

Licensor consents and agrees that all legal proceedings relating to the subject matter of the Agreement shall be maintained in Federal Court sitting in the District of Arizona or the appropriate state court sitting in the State of Arizona. Licensor consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

23.0 ENTIRE AGREEMENT AND AUTHORITY

23.1 This Agreement and the documents incorporated or referenced herein constitute the entire Agreement between City and Licensor with respect to the subject matter hereof and supersedes all prior promises, proposals, representations, commitments and understandings both written and oral, unless such is referenced herein.

23.2 EACH PARTY HEREBY WARRANTS AND REPRESENTS THAT IT HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS AGREEMENT, AND THAT THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS AGREEMENT. EACH PARTY FURTHER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT.

23.0 REMEDIES

The rights and remedies of City set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

24.0 BUSINESS DEALINGS WITH SUDAN

In accordance with A.R.S. §35-397, Seller certifies that it does not have scrutinized business operations in Sudan. "Scrutinized", as used here means "business operations that involve contracts with or the provision of supplies or services to the government of Sudan, companies in which the government of Sudan has any direct or indirect equity share, government of Sudan commissioned consortiums or projects or companies involved in government of Sudan-commissioned consortiums or projects", as further defined by A.R.S. §35-391(15).

SAMPLE

IN WITNESS WHEREOF, the City of Scottsdale by its Mayor and City Clerk have hereunto subscribed their names this ____ day of _____, 200 .

CITY OF SCOTTSDALE

By:_____
W. J. "Jim" Lane, Mayor

ATTEST:

CONTRACTOR:

By:_____

By:_____
Carolyn Jagger, City Clerk

CITY OF SCOTTSDALE REVIEW:

CITY CONTRACT ADMINISTRATOR

Bill Yazel
Purchasing Director

By:_____

Pauline Hecker
Risk Management Director

APPROVED AS TO FORM:

Brad Hartig
Information Systems, C.I.O.

Office of the City Attorney

Schedule A
Software Description
(insert name of Software)

Notwithstanding the provisions of this Schedule, Licensor is subject to Sections of this Agreement.

This Schedule shall be prepared by the Licensor and City
and shall address the items noted below:

City's business purpose for the Software

Functions of the Software and the specifications

Number of copies of the Software to be supplied

Description and number of copies of the Documentation that will be provided for both technical and user staffs

Description of any Modifications that are required to be made as a condition of this license purchase

Description of any future Modifications that City and Licensor have planned as a condition of this purchase

Description of any other Software required for the business functions, operation or maintenance of Licensor's Software and any third party license requirements

If the Software installation is to be in phases, specify time frames for delivery, installation and testing for all phases after the first one

Schedule B
Technical Environment

This Schedule shall be prepared by the Licensor's
and City's technical staffs in the following format

Licensor recommends the following hardware and operating software for optimum operation of the Software specified in Schedule A:

(insert Licensor's recommendation)

Licensor's Software described in Schedule A will operate in the City's technical environment described below:

(insert description of City's technical environment including hardware, operating systems, protocols and network information)

Include other information as may be appropriate to the technical environment

Schedule C License Fee

This Schedule shall be prepared by City and Licensor and shall include:

- Fee and payment schedule detail for the Software License(s). Fee schedule can be stated as a percentage of the total fee associated with each identified milestone or a specific dollar amount.

Total Fee \$

_____ 50% upon delivery and installation of the Software

_____ 50% upon written acceptance of the Software

SAMPLE

Schedule D

Warranted Performance Requirements

This Schedule shall be prepared by the Licensor

Warranted Performance should include the following items:

- Description of the performance requirements of the Software, including:
 - response times
 - numbers of transactions
 - percentage of “up” time (reliability standard)
 - other available measures that determine performance
- Warranty Period
 - Warranty Period shall commence upon Final Acceptance by the City.
 - The length of Warranty Period shall be one year after final acceptance.

SAMPLE

Schedule E

Maintenance Terms and Fees

The following items should be addressed in the Maintenance Plan:

- Description of maintenance terms and conditions including:
 - responsibilities of the parties
 - response times
 - service descriptions and levels, if applicable
 - contact for reporting problems
- Maintenance (support) services terms and fees shall be as further identified within the SOFTWARE MAINTENANCE AGREEMENT.

SAMPLE

Schedule F Training Plan and Fees

Licensors and City shall prepare this schedule.

The Training Plan shall include:

- Training scope and description include the following as a minimum:

Number of days or hours of recommended training
Maximum number of trainees accommodated in each session
Time frame when training is offered
Location of training, if on City site, include description of facilities/equipment

required

Outline of training
Recommended participants in training
Qualifications of training instructors

- Attach a sample of training documents
- Fee structure

Fee and basis (how much per participant or per hour or per day)
Other expenses must be identified and stated as additional or included.
Include the following statement in the fee schedule:

Any fees not identified in this Schedule, require the prior approval of the Contract Administrator.

SOFTWARE MAINTENANCE AGREEMENT

The following is the City's current Software Maintenance Agreement format being used for the implementation of software related purchases. This sample agreement format is the City's desired method of contracting with a vendor. The City expects the final agreement to contain these terms and conditions, however, you are expected to indicate compliance, compliance with comments, suggestions and concerns, or non-compliance with each section. A separate section of your submittal must include a response identifying the Software Maintenance Agreement comments.

This Software Maintenance Agreement ("Agreement") is entered into between _____ ("Vendor") and the City of Scottsdale.

1. Scope of Agreement

During the term of this Agreement, Vendor agrees to provide the City maintenance for the computer programs and user manuals listed in Exhibit A attached to this Agreement (collectively "Software") and for the services identified in Exhibit B.

2. Definitions

2.1 Component(s)" shall mean any portion of the Software supplied by Vendor that is subject to this Agreement. Component(s) and Module(s) may be used interchangeably. Most commonly, the term Component implies a smaller scale portion of the Software than does the term Module.

2.2 "Defect" shall mean for the purpose of the Software, any error, problem or malfunction in the Software, or any Component(s) or Module(s) thereof, if such error, problem or malfunction: (i) causes the Software not to meet the Specifications and Requirements; (ii) causes the Software to be incomplete, operate improperly or to produce inaccurate results; (iii) prevents the Software from operating in accordance with the Documentation, or (iv) results in the corruption of data used with such Software. Defects shall mean for purposes of any Documentation any error or omission in the Documentation, if such error or omission causes the Documentation to be incomplete or inaccurate.

2.3 "Documentation" shall mean all written or electronic materials pertaining to the Licensed Software as the context may require, including, but not limited to, operator and user manuals and documentation; training manuals, guides, documentation and lesson plans; program specifications; descriptive information and materials; file layouts and data models; design documents and specifications and any other materials prepared in connection with any Software Modification, Enhancement or Upgrade; any written or electronic materials pertaining to the features, use, functioning and operation of the Software; implementation plans and other documentation developed in connection with Software installation planning and acceptance or other test plans and documentation as set forth in Schedules A and B and any other relevant Schedule attached hereto.

2.4.1 "Enhancement(s)" shall mean improvements in the Software or Component(s) or Module(s) thereof, that adds to, or expands the capabilities and functionality of the Software beyond that provided in an Upgrade or Modification.

2.5 "Modification(s)" shall mean those additions and changes to the functionality of the Software which have been requested by the City and which will be provided by the Vendor under this Agreement.

- 2.6 Upgrade(s)" shall mean improvements in the Software, or Component(s) or Module(s) thereof, which relate to operating performance, but do not change the basic function of the Software. Upgrades shall include improvements or changes to meet federal or state mandated reporting requirements and improvements or changes required for the Software to function on different operating systems.

3. **Term**

- a. This Agreement shall take effect upon the Effective Date set forth in Exhibit A and continue for an initial period defined in Exhibit A.
- b. Vendor grants to City the option to renew for additional maintenance periods to run concurrent with the City's budget period, as long as the license is in full force and effect. City and Vendor shall negotiate fees for subsequent maintenance periods, but shall not exceed the fee charged for the preceding period by more than five percent (5%). Vendor shall provide City sixty (60) days prior written notice of the expiration of each maintenance period.
- c. Said notice shall contain the fee proposed, with justification for any increase, for the subsequent period. Lack of notice shall constitute agreement that the fee remains unchanged for the subsequent period.

4. **Termination**

Either party has the right to terminate this Agreement if the other party breaches or is in default of any material obligation, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default from the non-defaulting party or within such additional cure period as the non-defaulting party may authorize.

Notwithstanding anything to the contrary in this Agreement, in the event that the City disputes in good faith an allegation of default by the Vendor, the Vendor agrees that it will not terminate this Agreement or suspend or limit any of its performance obligations or warranties or repossess, disable or render unusable the Software, unless i) the parties agree in writing, or ii) an order of a court of competent jurisdiction determines otherwise.

5. **Maintenance Fee**

- a. **Warranty Period.** Vendor will not charge City any Maintenance Fee for the Warranty Period, as defined in City's Software License Agreement for the Software.
- b. **Amount of Fee.** City agrees to pay Vendor a Maintenance Fee, in the amount set forth in Exhibit A, plus taxes pursuant to Section 6 below, for Maintenance Services provided by Vendor pursuant to this Agreement.

6. **Taxes**

City will reimburse Vendor for any taxes imposed on this Agreement, provided, however, that City shall have no obligation to pay any taxes or amounts (i) that are based upon net income, or (ii) that are personal property taxes assessed on Software that are leased, rented or licensed to City; or (iii) that are personal property taxes assessed or assessable for any period prior to the Final Acceptance Date for the applicable Software; or (iv) in the event City has no obligation under this

Agreement to pay the lease, rental, license, purchase or other acquisition or usage price or fee for the Software against which the tax is assessed or otherwise due and payable; or (v) that are due in whole or in part because of any failure by Vendor or its agents to file any return or information required by law, rule or regulation; or (vi) that are due in whole or in part in connection with the perfection of Vendor's security interest in any Software. Vendor hereby agrees to pay, and to hold City harmless against, any penalty, interest or additional tax that may be assessed or levied as a result of the failure or delay of Vendor or its agents to file any return or information required by law, rule or regulation.

7. Obligations of City

- a. **City Contact.** The Contract Administrator for the City shall be (insert name and title of Contract Administrator) or designee. The Contract Administrator shall oversee the performance of this Contract, assist the Vendor in accessing the organization, audit billings, and approve payments. The Vendor shall channel all communications and requests through the Contract Administrator.
- b. **Installation.** City agrees to install all corrections of substantial defects, minor bug fixes and updates, including any enhancements, for the Software in accordance with the instructions and in order of receipt from Vendor.
- c. **Facility and Personnel Access.** City agrees to grant Vendor access to City's facilities and personnel concerned with the operation of the Software to enable Vendor to provide services.
- d. **No Modification of Software.** City agrees not to modify, enhance or otherwise alter the Software, unless and only to the extent specifically authorized in the user manuals identified in Exhibit A or the prior written consent of Vendor is obtained.
- e. **Error Documentation.** Upon detection of any error in the Software, City, agrees to provide Vendor a listing of output and any other data, including databases and backup systems, that Vendor reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

8. Ownership

City acknowledges that Vendor owns all proprietary rights, including patent, copyright, trade secret and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software.

Vendor warrants that each of its employees or sub licensors assigned to perform any work hereunder, shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be so performed.

9. Administrative Provisions

The following administrative provisions shall apply to this Agreement:

This Agreement shall be governed by and interpreted under the laws of the State of Arizona.

Each executed copy of this Agreement shall be deemed to possess the full force and effect of the original.

Any amendment, modification or addendum to this Agreement shall not be binding on either party unless it is in writing and is executed by both parties.

The captions used in this Agreement are solely for the convenience of the parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

10. Notices

All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand, facsimile, e-mail, or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Vendor:

(insert, company & contact name, address, phone, fax, and email of Vendor)

In the case of City:

(insert, name, address, phone, fax, and email of City's Contract Administrator)

Notices shall be deemed received on date delivered if delivered by hand, on the date recorded by the hardware if sent by facsimile or email and on the delivery date indicated on receipt if delivered by certified or registered mail. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

11. Assignment

Neither party shall assign this Agreement without prior written consent of the other party, which shall not be unreasonably withheld. An assignee of either party, if authorized hereunder, shall be deemed to have all of the rights and obligations of the assigning party set forth in this Agreement. It is understood that no assignment shall release the assigning party from any of its obligations hereunder.

12. Severability

If any term or provision of this Agreement or any Schedule attached hereto is held invalid or otherwise unenforceable, then, notwithstanding such invalidity or unenforceability, this Agreement and the Schedules shall remain in full force and effect and such term or provision shall be deemed to be deleted.

13. No Waiver

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other rights hereunder. All waivers must be in writing and signed by the party to be charged. Any waiver by either party of any requirement hereunder shall be deemed to be a specific limited waiver, and shall not be deemed to be a continuing waiver nor a waiver of any other requirement hereof.

14. IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

15. BUSINESS DEALINGS WITH SUDAN

In accordance with A.R.S. §35-397, Seller certifies that it does not have scrutinized business operations in Sudan. "Scrutinized", as used here means "business operations that involve contracts with or the provision of supplies or services to the government of Sudan, companies in which the government of Sudan has any direct or indirect equity share, government of Sudan commissioned consortiums or projects or companies involved in government of Sudan-commissioned consortiums or projects", as further defined by A.R.S. §35-391(15).

IN WITNESS WHEREOF, the parties have executed this AGREEMENT NO. (insert Number) by affixing their signatures hereto. (if contract has delayed effective date, insert statement here)

VENDOR

CITY OF SCOTTSDALE

By: _____
(Individual Name and Title) Date
(Company Name)

W. J. "Jim" Lane, Mayor

Date

By: _____
(Name and Title)
Contract Administrator

Brad Hartig
Information Systems CIO

Exhibit A
Software Maintenance Agreement

1. The SOFTWARE covered by this Maintenance Agreement is as follows:
 - a. Computer Programs: (Specifically identify the covered software by title, the contract# when it was purchased from, and give a brief description of its functionality).
 - b. User Manuals: (Identify the "Documentation")
2. Effective Date:
3. Termination Date:
4. Maintenance Fee:
5. Maintenance Fee Due Date:

SAMPLE

Exhibit B
Scope of Services

Maintenance Services

a. Scope of Services.

Maintenance shall include the detection and correction of any Defect and the implementation of all Modifications, Enhancements and Upgrades to the extent set forth herein.

During the time that the Software is under Vendor maintenance, Vendor shall maintain the original functionality by:

Correcting or replacing the Software or any Component or Module and provide services necessary to remedy any Defect. Such correction, replacement or service shall be accomplished within the time frame set forth below once the City has identified and notified Vendor of any such error;

Supply technical bulletins and updated user guides and Software Documentation as necessary for the City to maintain complete and current documentation of the Software; and

Make available to City Upgrades and Enhancements which Vendor has installed at its other customers' locations. For each Upgrade or Enhancement, Vendor warrants and represents that the installation of such Upgrade or Enhancement shall not adversely affect the Software performance.

b. Communication Mechanisms for Support

Telephone support. Vendor shall maintain telephone service during regular business hours (8 a.m. to 5 p.m. Arizona Local time) to assist the City in reporting errors and providing first-line support in the use and operation of the SOFTWARE.

Internet Email. Vendor shall maintain an email address for the express purpose of providing support. This special email address shall be managed by software which tracks problem progress on an incident-by-incident basis in order to ensure a timely turn-around for the City.

Limitations on Support. The City agrees that the point of contact for maintenance and support of the SOFTWARE shall be limited to _____ designated employees at any one time, who will act as support liaison between the Vendor and the City.

c. Timeliness of Incident Resolution.

Upon receipt of notice of an error, Vendor will assign a priority level as determined by the City to the error according to the following criteria:

Priority A -An error that results in the SOFTWARE being substantially or completely nonfunctional or inoperative.

Priority B – An error that results in the SOFTWARE operating or performing other than as represented in the Documentation, but which does not have a material adverse impact on the performance of the SOFTWARE.

Vendor will make reasonable efforts to correct the error or provide a work-around solution for each priority level and, if a work-around is the immediate solution, will make reasonable efforts to provide a final resolution of the error. Reasonable effort will be made to respond to the incident within the following time frames after receiving notice and sufficient information and support from the City:

<u>Priority Level</u>	<u>Correction or Work-Around</u>	<u>If</u>	<u>Work-Around,</u>	<u>Final</u>
<u>Resolution</u>				

A. 2 business days
15 business days

B. 7 business days
30 business day

SAMPLE