

THE CITY OF KANSAS CITY, MISSOURI

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

REQUEST FOR PROPOSALS

REVENUE SYSTEM

RFP NO. EV0835

PROPOSALS DUE: 07/11/2011 BY 2 P.M. (CT)

PROCUREMENT SERVICES DIVISION
KEELY GOLDEN, CPPB, SENIOR BUYER
(816) 513-3670

REQUEST FOR PROPOSALS NO. EV0835

FOR REVENUE SYSTEM

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SECTION I
REQUEST FOR PROPOSALS NO. EV0835
FOR REVENUE SYSTEM
INSTRUCTIONS AND CONDITIONS

1. PURPOSE

The City of Kansas City, Missouri ("City") invites you to submit a proposal for an Integrated Taxation System (ITS). In effort to provide transparency to citizens and increase City Department efficiency, the City is seeking to replace its current Mainframe Revenue System with an innovative solution.

2. DUE DATE FOR PROPOSALS

Proposers shall submit Proposals to the **City Contact Person** listed in Section 3 by 2 p.m. (CT) on 07/11/2011 (July 11, 2011).

3. CITY CONTACT PERSONS

(a) General Questions, Technical Questions and Proposal Submissions

Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP to the following City Contact person:

Keely Golden, CPPB, Senior Buyer
Procurement Services Division
City Hall, 1st Floor, Room 102 W
414 E. 12th Street, Kansas City, Missouri 64106
Office: (816) 513-3670 Fax: (816) 513-1156 E-mail: keely.golden@kcmo.org

4. DEFINITION OF "REQUEST FOR PROPOSALS" AND "PROPOSAL"

- (a) This Request for Proposals ("RFP" or "solicitation") is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer. It is not a request for a competitive bid.
- (b) "Proposal" means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.
- (c) By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.

5. **ESTIMATED SCHEDULE**

06/02/2011	RFP Issued
06/13/2011 2 p.m.	Pre-proposal Conference
06/23/2011 noon	Deadline for questions
07/11/2011 2 p.m.	Due Date for Proposals
07/25/2011	Notification of shortlisted firms
08/03/2011 – 08/04/2011	Interviews if deemed necessary
08/09/2011	Selection/Negotiation
August/September 2011	Ordinance Process
September/October 2011	Anticipated Contract Start

The listed dates in the “Estimated Schedule” are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals.

6. **RFP DOCUMENTS**

This RFP consists of the following documents:

- (a) This RFP
- (b) Scope of Services
- (c) Master City Contract for Products and Services
- (d) HRD Form 6 Instructions

7. **EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS**

- (a) Each proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer’s proposal meets the intent of this RFP.
- (b) Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer’s obligation to comply, in every detail, with all provisions and requirements of the RFP.
- (c) By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

8. QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP

(a) Question Deadline

- (1) Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in Section 3 of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until one week prior to the due date for proposals.
- (2) The City will answer all inquiries by any proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum and the Addendum will be posted on the City's website. It is the responsibility of Proposers to check the City's website for addendums. <http://www.kcmo.org>

(b) Questions - Post Deadline

If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in Section 3. The City, in its sole discretion, shall determine the appropriate response to any issue raised by any proposer.

9. SUBMISSION OF PROPOSALS

All proposal documents must be submitted in the exact order as listed in the City RFP.

- (a) Where. Proposers shall submit their Proposals to the appropriate **City Contact Person** listed in Section 3. Proposers shall address their Proposal to the City Contact Person and shall state on the outside of the sealed Proposal envelope the RFP No. and RFP title.
- (b) No. of Copies. Proposers shall submit one (1) signed original general proposal, eight (8) copies of their general Proposal and one (1) copy on a CD in Microsoft word format. Proposers shall submit one (1) signed original cost proposal, eight (8) copies of their cost proposal and one (1) copy on a CD in Microsoft word or excel format. **The general proposal and the cost proposal may be submitted in the same box for mailing purposes, but the cost must be sealed in a separate envelope.**
- (c) Format. **In order to assure uniformity of the Proposals and to facilitate the evaluation process, all Proposals shall be organized and their parts labeled with tabs, as shown in Section 10.**

Each Proposal shall be presented in 12-point font on 8-1/2" x 11" paper, double sided. As part of the City's green initiatives, Proposers shall limit all excess paper, division tabs, folders, etc., so the Proposals are as eco-friendly as possible.

- (d) Additional Materials. The Proposal also may contain any narrative, charts, tables, diagrams or other materials in addition to those called for herein; to the extent such additions are

useful for clarity or completeness of the Proposal. Attachments should clearly indicate on each page the paragraph in the Proposal to which they pertain.

10. CONTENT OF PROPOSAL

10.1 Proposal Part I – Business/Firm Profile and Legal Structure

- Legal Name, address, phone, fax, email, Federal ID#, and website address.
- Brief history of business/firm including date the business/firm was established under the current name.
- List all services provided by the business/firm.
- Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.
- Type of ownership, or legal structure of business/firm.
- Proof of financial capacity to perform this contract such as Dunn and Bradstreet, audited financial statements, bonding capacity.
- Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
- Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- Provide a brief history of your business/firm contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.
- Has your business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.

10.2 Proposal Part II – Experience

- Include a list of the five (5) most relevant or comparable contracts completed by your business/firm during the past five (5) years. For each listed contract, provide a narrative that includes:
 - a. the assigned project personnel
 - b. scope of services provided
 - c. dollar amount of the contract
 - d. contractual performance standards versus your actual performance
 - e. the contracting entity's contact person, e-mail address, cell number, and telephone number
 - f. summary of how your business/firm delivered services
 - g. pricing and contractual compensation terms
- Provide three (3) client references for similar projects completed by your business/firm during the past five (5) years. (See **Attachment 3 – References**)
- Provide a copy of your most recent relevant ongoing public contract.
- Provide a list of all public contracts entered into for the last three (3) years. Include the dollar amounts, summary of scope of services, contract terms, Public Owner's contact person, e-mail address, cell number and telephone number.

10.3 Proposal Part III – Personnel

- Please provide your staff capacity for meeting the City's requirements.
- Identify the Key Employees who are likely to be assigned to this contract if your proposal is selected. [NOTE: Key Employee(s) must be committed to the contract duration, and may not be removed or substituted without the City's prior written consent.]
- For each of the Key Employee(s), provide a resume and/or summary with at least the following background information:
 - a. Description of relevant experience.
 - b. Years of employment with the business/firm.
 - c. City and State of residence.
 - d. State time commitment on other accounts.
 - e. Applicable professional registrations, education, certifications, and credentials.
- Please comment on the ability of your business/firm to sustain the loss of Key Employee(s).
- Provide a staffing plan for the contract including the locations of the positions.
- Provide an organizational chart for the assigned staff.
- Provide a plan to address vacations, sicknesses and absences.

10.4 Proposal Part IV - Project Approach

- Discuss your understanding of the project scope and objectives.
- Discuss your approach to a project with specific references to the services requested in the RFP.
- Highlight unique services and management tools and indicate the benefits of them to the City. What makes your business/firm better than the competition?
- Describe your Quality Assurance Plan.
- State approximate date your business/firm is available to begin work on the Project.
- Discuss your transition plan to begin providing services.
- Propose performance measures including why the performance measure is important and how the City will measure and verify performance.

10.5 Proposal Part V – Pricing

Pricing must be submitted in a separately sealed envelope from the general proposal.

- **Total Cost:** Proposed Cost for everything requested in this RFP. Please break down the pricing as required by the **Pricing/Cost Proposal Attachment**.
- **Renewal Pricing:** The City realizes that the initial term pricing may differ depending on the mechanism used by the Proposer for renewal pricing. The City is interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years. In proposing renewal pricing, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several alternatives. Although the City will not be required or

obligated to exercise all renewal options, assume the City will exercise all renewal options for offering renewal pricing.

10.6 Proposal Part VI – HRD Form 13

- The completed HRD Form 13 – Affidavit of Intended Utilization

11. EVALUATION CRITERIA

- (a) Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a proposer the highest rank and highest score, the proposer still has no expectation of a contract with the City and the City may choose to contract with any other proposer regardless of the score or rank of the other proposer.
- (b) The City may change criteria and criteria weights at any time including after the due date for proposals.

12. INTERVIEWS

The City, in its sole discretion, may interview none, one, some or all of the Proposers that submit proposals.

13. DISCUSSIONS AND NEGOTIATIONS

The City, in its sole discretion, may do any or all of the following:

- (a) evaluate proposals and award a contract with or without discussions or negotiations with any or all of the Proposers;
- (b) discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- (c) request additional information from any or all Proposers;
- (d) request a Proposer or Proposers to submit a new Proposal;
- (e) request one or more best and final offers from any or all Proposers;
- (f) accept any Proposal in whole or in part;
- (g) require a Proposer to make modifications to their initial Proposals;
- (h) make a partial award to any or all Proposers;
- (i) make a multiple award to any or all of Proposers;
- (j) terminate this RFP, and reissue an amended RFP.

14. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 90 DAYS

- (a) By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for ninety (90) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original

Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.

- (b) After ninety (90) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.

15. SELECTION

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City. The written executed contract must also comply with the City Charter and City Ordinances. This means that a proposer does not have a contract with the City until a written contract is "executed." A contract is "executed" when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step. A proposer does not have a contract with the City until all the steps are completed. If the City does not complete all required steps, there is no contract between the City and the proposer and the City has absolutely no contractual or financial obligation to any proposer regardless of the amount of time, effort and money spent by the proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

16. REJECTION OF PROPOSALS

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

17. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS

- (a) The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
- (b) The City, may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.

18. LATE PROPOSALS

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if: (1) the proposal is sent via the U.S. Postal Service, common carrier or contract carrier, by a

delivery method that guarantees the proposal will be delivered to the City prior to the proposal due date; or (2) if the proposal is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due to the U.S. Postal Service, common carrier or contract carrier; or (3) the proposal is timely delivered to the City, but the proposal is at a different City location than that specified in this RFP; or (4) the City extends the due date after the deadline for a force majeure event that could potentially affect any or all Proposers meeting the deadline; or (5) the City has not opened any of the proposals; or (6) it is in the best interest of the City to accept the proposal.

19. CHANGES IN THE RFP

- (a) After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal due date. If the change is prior to the proposal due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.
- (b) If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.

20. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK

- (a) After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
- (b) The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
- (c) The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.

21. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer. The City shall have no liability or responsibility for any of Proposer's costs or expenses.

22. OWNERSHIP OF PROPOSALS

By submitting its Proposal, Proposer hereby agrees that Proposer's proposal and any supplementary material submitted by the Proposer shall become property of the City.

23. DISCLOSURE OF PROPRIETARY INFORMATION

- (a) A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by:
 - 1. marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information";
 - 2. printing each page of each such document on a different color paper than the paper on which the remainder of the proposal is printed; and
 - 3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Design Professional.
- (b) After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
- (c) If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
- (d) Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.

24. CLOSED RECORDS

All Proposals including interviews, presentations and documents and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected. Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

25. AFFIRMATIVE ACTION

- (a) It is the policy of the City that any person or entity that enters into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, creed or religion, national origin, sex, disability or age. The City requires all persons who employ

twenty-five (25) or more persons and receive contracts totaling more than \$123,500.01 annually from the City to have a City approved Affirmative Action Program prior to entering into a contract with the City.

- (b) If you have any questions regarding the City's Affirmative Action Program requirements, contact the Human Relations Department at (816) 513-1836 or visit the City's website at <http://www.kcmo.org/humrel.nsf/web/HRAAPP?opendocument>.

26. TAX CLEARANCE FOR CITY

Prior to the City making the first payment under any contract or contract renewal term, Contractor must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission. Proposers may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. <http://www.kcmo.org>

27. INDEMNIFICATION

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

28. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

(a) Buy American Preference

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) Buy Missouri Preference

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.

29. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website at <http://www.sos.mo.gov>.

30. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

31. MBE/WBE GOALS

- (a) The City desires that City certified Minority Business Enterprises (MBEs) and City certified Women Business Enterprises (WBEs) have a maximum opportunity to participate in the performance of City contracts. The MBE/WBE participation goals for this Project are **2.5%** MBE participation and **2.5%** WBE participation.
- (b) The City's HRD Forms and Instructions are incorporated into this Request for qualifications and the Contract Documents.
- (c) Please complete the form HRD 13 Affidavit of Intended Utilization and return it with your Proposal. The City of Kansas City, Missouri has a list of City Certified MBEs/WBEs at <http://www.kcmo.org/humrel.nsf/web/directoryaccess?opendocument>. Please call the City's Human Relations Department at 816-513-1836 for assistance on any aspect of the MBE/WBE program.

32. WAIVER OF MBE/WBE REQUIREMENTS

The City Council, in its sole discretion, may waive any and all MBE/WBE requirements imposed by this solicitation and any Proposal Documents or the MBE/WBE Ordinance, and award the contract to the best Proposer if the City Council determines a waiver is in the best interests of the City.

32. MANDATORY PRE-PROPOSAL CONFERENCE

As this is a mandatory pre-proposal conference, a representative from proposer must be either in attendance onsite or attend via teleconference in order to submit a proposal for this RFP.

(a)	When:	The City will hold a Mandatory Pre-Proposal Conference. It will be on Monday, 06/13/2011 at 2 p.m.
(b)	Where:	Procurement Services Division City of Kansas City, Missouri 1st Floor, Conference Room, City Hall 414 East 12 th Street Kansas City, MO 64106
(c)	Call In:	Teleconference Available: Dial: 1 (800) 930-8740 Passcode: 6817 865#

33. PERFORMANCE BOND

A Performance Bond is required in the amount of the final contract amount. The Performance Bond Template is located in Attachment #5.

SECTION II
REQUEST FOR PROPOSALS NO. EV0835
FOR REVENUE SYSTEM
SCOPE OF SERVICES

1. BACKGROUND

The revenue stream which sustains the operations for the City heavily depends on our ability to collect and manage funds generated through a taxation process. Not only must the City collect and manage revenue, but it must have the ability to transfer that information into the core financial system (PeopleSoft), provide citizen access via the Web or IVR, interact with IRS data, interface with a cashiering solution (iNovah), interface with a land records system (GIS), and interface with a Document Imaging Solution (which we are also requesting the vendor to provide).

The current Revenue System is ARS (Automated Revenue System) and was implemented in the early 90's, in partnership with Arthur Andersen LLP. It currently resides on mainframe technology which is not vendor-supported, is very inflexible and has been proven to be almost non repairable.

The existing ARS application environment is as follows:

- **Native Client only**
- **Database:** DB2
- **Language:** COBOL
- **O/S:** 390 v.10
- **Report Tool:** Easytrieve, Query Management Facility (QMF),SQL
- **LAN Protocol:** TCP/IP
- **E-mail:** Microsoft Outlook

Development, support, and maintenance of the ARS System are handled in-house by The City's Information Technology Department staff.

The Finance Department provides fiscal leadership for the City in a manner that promotes its long term financial health and respects the interests of its citizens. To meet this mission the department is responsible for administering and collecting the following taxes:

- Earnings Tax - Wage Earner
- Convention and Tourism Tax
- Occupational License Fees
- Earnings Tax - Profits
- Earnings Tax - Employer Withholding
- Utility Taxes (Electric, Steam, Gas, Telephone, Wireless, and Cable)
- Cigarette Stamps and Cigarette License
- Car Rental Fee
- Arena Fee

- Real Property Taxes
- Special Assessments

Both the Information Technology and Finance Department struggle with supporting the system in its current state. Furthermore, neither have opportunities to implement new and innovative solutions for tax collection and management. A replacement is a necessity to support the changing demands of taxation. The lack of core competencies of the current system has created the following project goals:

- Improve the revenue collection process
- Reduce rework of tasks by the Revenue Division
- Centralize revenue collection activities for the City as a whole
- Eliminate the risk of unsupported technology
- Reduce annual system maintenance
- Provide better reporting and data analysis capabilities
- Provide integration between the Revenue System and PeopleSoft
- Provide integration with a Document Management Solution
- Provide integration with a cashiering solution (iNovah)
- Provide integration with a land records system (GIS)
- Improve the "Taxpayer Experience" from beginning to end through the utilization of Web Self Service and IVR capabilities

In an effort to achieve our goal of system replacement, we are seeking a vendor to provide software, hardware, implementation, and training services for this project.

2. HIGH LEVEL SCOPE OF WORK

2.1 Taxes to Be Implemented

- Earnings Tax - Wage Earner
- Convention and Tourism Tax
- Occupational License Fees
- Earnings Tax - Profits
- Earnings Tax - Employer Withholding
- Utility Taxes-(Electric, Steam, Gas, Telephone, Wireless, and Cable)
- Cigarette Stamps and Cigarette License

- Car Rental Fees
- Arena Fees
- Real Property Taxes
- Special Assessments
- Other taxes and fees of the City

2.2 Key Functions

Taxpayer (Citizen Data) /Identification (registration)
 Case Management (delinquent, non-filers, judgment, bankruptcy, collections)
 Revenue Accounting (assessments, receivables)
 Taxpayer Accounting (billing, payments, refunds, penalty & interest, abatements)
 Returns Processing
 Licensing
 Reporting/Analysis/Documentation/Correspondence (Notice Creations)

2.3 Interfaces

ITS to PeopleSoft 8.9
 PeopleSoft 8.9 to ITS
 ITS to Cashiering System (iNovah)
 Cashiering System (iNovah) to ITS
 ITS to KIVA (Land Permitting System)
 GIS (ESRI 10.0) to ITS
 ITS to IVR
 ITS to Banner (Water Billing System)
 Banner to ITS
 Document Imaging Solution to ITS

2.4 Reports

Proposer must provide 102 reports. This total includes those that are run daily, monthly, or weekly and are the current custom reports being provided by the ARS System. These reports are to be available at implementation in addition to those explicitly listed in the Revenue Requirements. Proposer and City can also discuss query alternatives where applicable in place of some reports.

2.5 Correspondence (Notice Creations)

Proposer must provide design services during the ITS project, as well as comprehensive training to City staff. The City expects 50 required custom correspondence forms (currently being created by the system) to be available during the implementation of the ITS.

3. **ROLES AND RESPONSIBILITIES**

Project Management		
Task/Activity	Vendor	City
Management of Vendor Staff	Joint	Joint
Project Plan and Updates	Assistance	Lead
Kick Off Meeting	Assistance	Lead
Status Meetings	Assistance	Lead
Issue Tracking, Analysis, and Escalation	Assistance	Lead
Change Management	Joint	Joint
Status Reports	Joint	Joint

System Analysis and Design		
Task/Activity	Vendor	City
System Usage Analysis	Lead	Assistance
Interface Plan and Designs	Lead	Assistance
Custom Report Designs	Lead	Assistance
Custom Correspondence Design	Lead	Assistance

Technical Services		
Task/Activity	Vendor	City
Technical Environment Design	Lead	Assistance
Technical Environment Setup/Maintenance	Lead	Assistance
Performance Testing and System Tuning	Lead	Assistance
Hardware Installation	Lead	Assistance
Installation of Application Software	Lead	Assistance
Sand Box Set-up	Lead	Assistance
Configured Software	Lead	Assistance
Interface Application Software	Lead	Assistance

Data Conversion		
Task/Activity	Vendor	City
Data Conversion Plan	Joint	Joint
Data Conversion Programs	Lead	Assistance
Converting Data	Lead	Assistance

Testing		
Task/Activity	Vendor	City
System/User Acceptance Test Plans	Joint	Joint
Application System Testing	Joint	Joint
User Acceptance Test Scripts	Joint	Joint
User Acceptance Testing	Joint	Joint

Training/Knowledge Transfer		
Task/Activity	Vendor	City
Project Team Training	Lead	Assistance
Training/ Knowledge Transfer Plans	Lead	Assistance
Training Curriculum /Materials	Lead	Assistance
Train the Trainers	Lead	Assistance
Technical and Operations Training	Lead	Assistance
Training Facility/Equipment	Assistance	Lead

System Implementation/ Post Implementation Support		
Task/Activity	Vendor	City
Implementation Plan	Lead	Assistance
Implementation Readiness	Lead	Assistance
Implementation Report	Lead	Assistance
Production Cutover	Lead	Assistance
Post Implementation Support	Lead	Assistance
Support Maintenance Requirements	Lead	Assistance

Documentation		
Task/Activity	Vendor	City
All Project Documentation	Lead	Assistance

4. **SUPPLIER SERVICES AND DELIVERABLES**

*City has listed some deliverables, but reserves the right to identify other deliverables which will be identified and agreed upon between The City and the Proposer during negotiations and will be incorporated as part of the project plan and payment milestones in the final contract.

4.1 Project Management

For this section of the proposal, Proposer must submit a Project plan that will be used to create a consistent, logical management plan of action that will be used to guide the Project execution and control the project. The Project Plan must include sufficient detail to give City an understanding of Proposer's approach to a successful implementation.

Supplier must provide a Project Manager to directly manage all activities. City will provide a Project Manager to oversee the entire project. As a part of its project management duties, Supplier must attend informational, status and any other project related meetings as designated by City. Project deliverables and activities will follow a rigorous quality management process. The following activities are required to achieve this:

4.1.1 Management of Supplier Staff

City will provide oversight for the entire project. However, Supplier must provide overall project management for the tasks in the Contract, including the day-to-day management of its staff. Supplier must provide administrative support for its staff and activities. Any staffing changes must be reviewed and approved by City prior to any reassignments.

4.1.2 Project Plan/Updates

Within the first four (4) weeks of beginning work, Supplier must refine the detailed ITS Project Work Plan and Resource Schedule using Microsoft Project. These documents must be refined and approved by City before the project continues. This document must contain the following:

- a. A consolidated view of the work to be performed
- b. Project activities, task assignments, due dates and resources for both Supplier and City
- c. Project Milestones clearly identified (Hardware, Software, Training, etc...)

4.1.3 Kick-Off Meeting

Supplier and City will conduct a joint kick-off meeting.

4.1.4 Status Meetings

Throughout the project, Supplier Project Manager and City Project Manager will attend regular status meetings. The meetings must follow a pre-set agenda but must also allow Supplier or City the option to discuss other issues that concern either party.

4.1.5 Issues Tracking, Analysis and Escalation

The creation and updating of these documents, which are part of the overall Project Plan, are the responsibility of Supplier Project Manager and must be refined and approved in conjunction with City.

4.1.6 Change Management

Supplier must use a written Change Management Plan which establishes the Change Management roles and responsibilities, policies, guidelines, processes and procedures necessary for controlling and managing the changes, both technical and

other, during the life of the ITS Project. This documented plan will describe how changes are identified, defined, evaluated, approved, and tracked to completion.

4.1.7 Status Reports

City Project Manager will require status reports on a weekly basis. Supplier must provide electronic status reports on the project, every Thursday by Noon. Supplier Project Manager will be given a template to follow. Some information that will be required is as follows:

- a. Tasks Accomplished
- b. Any deadlines met or missed
- c. Any issues encountered and their status or the need to be addressed before proceeding to the next task(s)
- d. Anticipated tasks to be completed in the next week
- e. Updated project schedule

4.1.8 Supplier Deliverables

Must include

- a. Updated Project Strategy, Work Plan, and Resource Schedule
- b. Issues Tracking, Risk, and Communication Plans
- c. Change Management Plan

4.3 Systems Analysis and Design

For this section of the proposal, Proposer must submit a narrative of how Proposer will use systems analysis techniques to affirm the requirements identified for the project. Proposer must fully describe its design approach, methods, tools, and techniques for completing the technical design process. Proposer must depict the design in sufficient detail to allow City to verify that the design meets all the requirements contained in this RFP.

Proposer must perform a detailed review and analysis of the requirements and develop the detailed technical specifications required to allow Proposer technical staff to develop/configure the new ITS for City. The following activities are required to achieve this:

4.3.1 System Usage Analysis

Supplier must assist City in analyzing how the software can be used to meet City's requirements for processes, tax forms, case processing, reports, correspondence and other functionality.

4.3.2 Interface Plan and Designs

City requires automated interfaces as part of this project. In order to reduce the development and maintenance effort associated with these interfaces, City requires that all inbound and outbound system interfaces be funneled through a standard

interface facility/utility. This software must be fully documented to allow City to properly structure current and future interface projects. Supplier must also provide City with a plan, which identifies, analyzes and schedules the interfaces to be developed and implemented. This plan document must cover the identification and resolution of data translation issues and must recommend appropriate strategies and approaches. The plan must also address the sequence in which the interfaces must be developed and moved to production. Any temporary interfaces must also be included in this document. Supplier will also be responsible for producing designs in accordance with the approved Interface Plan.

4.3.3 Custom Report Design

Custom Reports must meet the unique reporting needs of City using Crystal Reports or another City approved reporting tool (Please describe all applicable reporting tools that can be used with the software). Supplier is required to recreate 102 reports to be available at implementation, in addition to any other reports explicitly listed in the Revenue Requirements. (Supplier and City can also discuss query alternatives where applicable in place of some reports). With the anticipation that City technical staff will be responsible for creating and customizing additional reports, Supplier must provide design services during the ITS project as well as comprehensive training to City technical staff covering the detailed explanation of the applicable database structure and relationships.

4.3.4 Custom Correspondence Design

Custom outbound correspondence to be generated by the ITS project will be required to meet the unique needs of City. With the anticipation that City staff will eventually be responsible for creating and customizing correspondence, the Contractor must provide design services during the ITS project as well as comprehensive training to City Staff. City expects 50 required custom correspondence forms (currently being created by the system) will be required for the implementation of the ITS.

4.3.5 Supplier Deliverables

Must include

- a. Requirements Validation and System Usage Document
- b. Correspondence, reports, interfaces, and other custom programs or modifications)
- c. Interface Design and Interface Plan

4.4 Technical Services

For this section of the proposal, Proposer must submit a narrative describing how configuration of the ITS solution will be organized, documented, tested, and coordinated with design and development activities. Configuration deliverables must be fully described, as well. Proposer must also describe the development approach and how such development

of site-specific code can be performed without affecting the upgrade path. It must also describe methods, tools, and techniques for completing the development process.

City requires Supplier to lead the technical tasks associated with installing, configuring and tuning the hardware, software and database to ensure its readiness for production operations. The following activities are required to achieve this:

4.4.1 Technical Environment Design

Supplier will work closely with City technical staff to plan and design all technical environments needed on the project (including all project and production environments and related network configuration).

4.4.2 Technical Environment Setup and Maintenance

Supplier must work closely with City technical staff to setup and maintain all technical environments used during the course of the project (as required by the schedule included in the approved Project Plan). City IT resources will assist Supplier with physically installing the hardware and operating system using Supplier's documentation and configuration options. Such environments will include:

- a. Sandbox/Development environment
- b. Testing environment
- c. Training environment
- d. Production environment

4.4.3 Performance Testing and System Tuning

Supplier must conduct performance testing and system tuning for the fully configured and tested software prior to commencing live operations and at a preliminary point in the project sufficiently in advance of the implementation date to allow reasonable tuning. These tasks will be coordinated and performed with City System Support Staff, Database Administrators, and Application Development staff. When modifications are made to the application software to meet City's unique requirements, Supplier must review and make adjustments to ensure acceptable performance.

4.4.4 Hardware Installation

As Part of City ITS project Supplier must describe the optimal proposed hardware and configuration for all project, test and production technical environments in sufficient detail to allow City to purchase all needed components independent of the proposal if it proves advantageous. Supplier will work closely with City to install the necessary hardware and operating systems. Supplier must assist City IT system administrators with configuring, and testing the servers, server peripherals, utilities, and system management software.

4.4.5 Installation of Application Software

Supplier will work closely with City to install all required ITS and third-party software and assist City in verifying that: all modules are present and installed and the system operates in a stable fashion. Supplier will also ensure all related documentation is completed which will include but is not limited to: Application and system software configuration parameters definitions, hardware requirements, installation procedures, operations instructions, backup and restore procedures, and other operations functions. Supplier must also perform all setup, installation, and verification for all project environments including the development, testing, training, and production environments.

4.4.6 "Sand box" Set-up

Supplier will assist City IT staff with setting up a "sandbox"/development environment to help users become familiar with the system. This environment can also be used by Supplier to conduct demos, education sessions, and walkthroughs of how RFP requirements have been met. It must be kept current by Supplier as the project progresses. Supplier will also provide City with all tools and utilities required to automatically refresh the environment after training sessions and to automatically maintain the environment and apply changes to the application system software and databases as future changes are implemented within the Production environment.

4.4.7 Configured Software

Supplier will work closely with City project team members, subject matter experts and technical personnel in meeting City process, workflow, and functional requirements via software configuration wherever it is feasible. Supplier must demonstrate the configured software as required during the project so City staff may review and approve it. Approved configurations must be rigorously unit tested and documented as well.

4.4.8 Interface Application Software

Based on the Interface Plan and Interface Design document, Supplier will be responsible for completing:

- a. Program specifications
- b. Interface programs
- c. Unit and integration testing of the interface programs

Supplier is also be responsible for testing the interfaces and demonstrate to City that the interfaces work.

4.4.9 Supplier Deliverables

Must include

- a. Technical Environment Design
- b. Technical Environment Installation and Setup

- c. Performance Testing and System Tuning
- d. Installed Software (having assisted City)
- e. Configured Software and Client-Specific Programming (including interface programs)

4.5 Data Conversion

For this section of the proposal, Proposer must submit a comprehensive data conversion plan which includes, tools, time lines and addresses the requirements in this section.

Supplier is responsible for completing all data conversion activities for data identified by City staff. The following activities are required to achieve this:

4.5.1 Data Conversion Plan

Supplier must produce a comprehensive data conversion plan. The plan must cover all aspects of creating the production database necessary to take the system “live”. City currently has 154 DB2 tables broken down into 828 datasets (this total includes indexes and partitions).

4.5.1.1 This plan must describe:

- All tables to be built in the new system
- Field-level specific data sources for those tables (data mapping scheme that identifies any data parsing, concatenation, format changes)
- Expected data volumes
- Conversions where automated programming will be used to significantly reduce data conversion labor
- Conversion verification logic (e.g. counts of records converted, reconciliation of items by tax type, reconciliation of transactions by tax type)
- Roles and responsibilities and timing requirements for the conversion effort
- A conversion test plan
- A plan to identify and handle exceptions
- Data to be converted and loaded to the ITS production database should include:
 - Taxpayer entity, account, demographic and relationship data for all active accounts
 - Ten years of historical taxpayer activity
 - Active compliance/delinquent cases/collection/judgment/nonfiler/bankruptcy

4.5.2 Data Conversion Programs

Based on the Data Conversion Plan, Supplier will be responsible for creating and testing automated conversion programs to support “go-live”. This includes

developing programming specifications, coding, unit and integration testing for the conversion programs. City will be responsible for developing test scenarios and conducting the acceptance testing with the assistance of Supplier. As part of this effort Supplier must build any crosswalk file structures required. Supplier must provide a letter certifying that the programs utilized for conversion are error-free and fit for the task of performing the conversion into the ITS.

4.5.3 Converting Data

Supplier must be responsible for running the conversion programs and assisting City with the verification of the converted data in the production environment. City will take responsibility for certifying the production database as being accurate. Supplier will be responsible for adapting and re-running conversion programs as necessary to properly convert and load the data.

4.5.4 Supplier Deliverables

Must include

- a. Data Conversion Plan
- b. Converted Data in Production Database
- c. Letter certifying the programs are ready to be utilized for conversion

4.6 Testing

For this section of the proposal, Proposer must submit a description of the testing strategies and approach, methods, tools and techniques for unit, systems, user acceptance, load and regression testing.

All system components must be subjected to system testing performed by a test team composed of Supplier and City staff. Supplier will perform unit, system and integration testing, and will facilitate and assist City with their system testing and acceptance testing responsibilities. Supplier will also assist City with test and error identification and resolution. The following activities are required to achieve this:

4.6.1 System /User Acceptance Test Plans

Supplier must facilitate and assist City with the preparation of system and user acceptance test plans that are built around City's most important business scenarios but will include comprehensive testing of the software to ensure that it conforms to requested functionality. It will also verify that:

- a. The new, configured, modified and unmodified software work in the same environment
- b. The system has been properly configured for use for City
- c. Reports and correspondence work in accordance with City requirements
- d. All scripts or jobs run correctly and timely
- e. All interfaces function properly

- f. Test cycles are structured
- g. All test tracking, outcome tracking, and exception follow-up procedures are organized

4.6.2 Application System Testing

Supplier will be responsible for conducting system tests in accordance with the approved system test plans. All system test results must be documented, exceptions analyzed and any software defects corrected. Supplier will work with City Quality and Project Team through the system test process so to verify completion of the test process. This test must be thorough enough to ensure that minimal software or configuration “bugs” are uncovered in the User Acceptance Testing which will follow. Minimal software and configuration bugs are defined as no significant defects that would delay the timely completion of User Acceptance Test.

4.6.3 User Acceptance Test Scripts

Supplier will work with City in the preparation of the User Acceptance Test Scripts. The User Acceptance Test Scripts will include the following:

- a. Explanations of test scenario
- b. User actions
- c. Expected outcomes

4.6.4 User Acceptance Testing Assistance

Supplier will assist City with conducting user acceptance testing of the entire application. Successful completion of these tests shall be required before the software can be approved for production use. This assistance shall include:

- a. Analyzing and explaining outcomes
- b. Answering questions as they arise
- c. Making required changes to the software and documentation as required

4.6.5 Supplier Deliverables

Must include

- a. System/User Acceptance Test Plan
- b. Application System Testing
- c. User Acceptance Test Scripts
- d. User Acceptance Testing Assistance

4.7 Training/Knowledge Transfer

For this section of the proposal, Proposer must submit a description of the training options available to City that will provide a logical knowledge transfer process to the functional,

administrative, and technical/operations personnel to support the system upon Supplier's departure.

City staff requiring training will represent a wide cross-section of the employee population. They include system programmers, systems administrators, user support staff, application development staff, operations support personnel, network technicians, and users ranging from administration to senior managers and executives. The training solution must serve the needs of this diverse group. The following activities are required to achieve this:

4.7.1 Project Team Training

Supplier must provide training to the project team. This training must cover:

- a. System architecture, navigation and functionality
- b. Configurable components and system options
- c. Online and batch operations
 - a. Security
 - b. Developing desk level procedures
 - c. Organizing for the cutover
 - d. Managing operations during the cutover to the new system
- d. Establishing procedures for providing user support
- e. Other relevant topics helpful to project team members in planning organizing, and executing their assigned project roles as well as follow up training, if needed.

4.7.2 Training/ Knowledge Transfer Plans

Supplier must provide a detailed training plan. The Training Plan will be based on a comprehensive training needs assessment conducted by Supplier and City and must also describe the types of training to be employed to meet the identified needs. Supplier must also work in conjunction with City staff to document the knowledge transfer activities that will occur in each phase of the project, how they will occur, and the individuals responsible for each activity. As part of the plans produced, Supplier will document the tasks and assignments that City staff will perform to facilitate knowledge transfer. Formal sign-off is mandatory for all Knowledge Transfer Plans.

4.7.3 Training Curriculum/Materials

Supplier will identify and document the training curriculum that will be used to educate and train City staff to develop and support the ITS. Supplier must also assist City to develop all training materials including training guides, speaker notes, syllabi, and user materials. Supplier must also work with assigned City staff to incorporate policy, procedure, and specific personnel roles into the materials. All training materials must be reviewed and approved by City prior to the start of training. Supplier must provide all electronic source documents and graphics used in the development and presentation of training.

4.7.4 Train the Trainer

A train-the-trainer classroom approach will be conducted by Supplier to assist City in training employees who will be using the new system. Supplier must provide: Classroom materials to support the classroom training effort; Best practices on training for the proposed software; How to customize the training materials and set up specific reference data in the training environment. Supplier will also provide troubleshooting assistance when end user training is conducted.

4.7.5 Technical and Operations Personnel Training

Supplier must supply classroom and substantial hands-on training to ensure that City IT staff have the necessary skills to operate and maintain the system during the post implementation period. Such training must include: systems operations including system startup, backup and recovery, nightly batch operations, workflow, security running of ad-hoc, monthly, and annual jobs, and any other tasks necessary to operate the system. This would include Training on any components of the operating environment that are new to City and on the use of any new development tools related to the ITS system.

4.7.6 Training Facilities/Equipment

All of the training is expected to take place at City facilities. City will provide training facilities in which Supplier must use for conducting training for which it is directly responsible. City will rely on the Contractor to recommend the appropriate mode (e.g. classroom, one-on-one, auditorium) in which the training will be conducted. City has not yet determined the minimum or maximum number of users per session and would like Supplier to suggest optimal session sizes.

4.7.7 Supplier Deliverables

Must include

- a. Project Team Training
- b. Training /Knowledge Transfer Plans
- c. Training Curriculum/Materials
- d. Technical and Operation Personnel Training

4.8 System Implementation/Post Implementation Support

For this section of the proposal, Proposer must submit a narrative that fully describes the approach, methods, tools, and techniques for deploying/installing the new system and maintaining its operation throughout the warranty period as well as the life of the system.

City requires an extensive and carefully structured approach to the implementation of ITS. This includes the organization and execution of cutover activities necessary to transition City staff to the new system. Supplier must provide on-site support throughout the entire implementation period. The following activities are required to achieve this:

4.8.1 Implementation Plan

Supplier must produce an implementation plan that lists and describes activities needed to successfully implement the ITS. The plan must detail the approach for coordinating the following: Final data conversion activities; Technical preparation and system changeover activities; Development of an implementation activities check list; Staffing requirements, by role and responsibilities, for both Vendor and City staff for all implementation activities; an Implementation schedule; The process for developing a contingency plan for identifying, communicating, resolving risks and maintaining the current production capability if the implementation is delayed.

4.8.2 Implementation Readiness

Supplier must provide an Implementation Readiness Letter that certifies that the ITS is ready for implementation. The Readiness letter must confirm: All staff has completed training; User Acceptance Signoff has been obtained from the stakeholders; All data has been converted cleaned and formally, in writing, accepted by City; All site preparation requirements have been met; User Support is established and all user and system supports are in place.

4.8.3 Implementation Report

Supplier must implement the ITS in accordance with the approved implementation plan. Supplier must produce an Implementation Report detailing all implementation activities and certifying that the system is operational and meets performance requirements.

4.8.4 Production Cutover

Once the system has been approved, in writing, as ready for production, Supplier must work with City to perform a production cutover procedure. Supplier must ensure that the code, compiled modules (where required), interfaces, job streams, other components of the production environment, and all documentation are ready and organized for "go-live". City will then ensure all components and modules of the production environment; job streams (or scripts) are properly documented according to agreed upon standards.

4.8.5 Post Implementation Support

If not already included in Supplier's standard support model, Supplier must provide post implementation support for a period of two weeks after go-live. This post implementation support must be provided by skilled Supplier staff that has become familiar with City over the course of the implementation effort.

4.8.6 Support Maintenance Requirements

Software maintenance and support must be comprehensive, responsive and benefit City upon implementation and into the future. Supplier will describe how software maintenance and support is provided. The following requirements will be included and described:

- a. Describe how software upgrades are supported. Include frequency and delivery of patches, minor upgrades, and major upgrades.
- b. Describe how technical support for end users and Information Technology support is provided. Include response time expectations and escalation procedures.
- c. Please provide in detail all system support models offered once the product has been deployed. Please also describe the benefits for each support model.

*Note that City's preferred availability includes 24X7 telephone support. If 24x7 support is not available, the response will include descriptions of after-hours and emergency support.

4.8.7 Supplier Deliverables

Must include

- a. Implementation Plan
- b. Implementation Readiness Letter
- c. Implementation Report
- d. Production Cutover/ Stable, Live Operations
- e. Post-Implementation Support

4.9 Documentation

For this section of the proposal, Proposer must submit a narrative that fully describes the approach, methods, tools, and techniques used for developing user and system documentation.

Supplier must develop and provide to City all documentation throughout each phase of the project and prior to final system acceptance. Supplier must provide complete, well-written, and accurate technical, system, and user documentation. For any custom developed applications, Supplier must adhere to City development standards. All documentation must be easy to follow, with screen shots, where applicable. All documentation must also be available in both paper and electronic form. The following activities are required to achieve this:

4.9.1 Security Administrators Guide

In order to delegate selected security maintenance tasks and responsibilities, a comprehensive security guide will be required.

4.9.2 Operations Documentation

Supplier must develop a complete operations document. The operations documentation must include overviews of the application, system structure, major processing, required interfaces, report documentation and correspondence documentation. This includes any required periodic maintenance tasks. The operations documentation must also describe the overall batch or background process schedule, including dependencies, sequencing, and timing.

4.9.3 Technical Documentation

Supplier must provide complete system documentation that documents the application software and its architecture (e.g. implementation view of the application architecture). This includes all ITS programs, and executables.

4.9.4 Documentation of All Customization/Configuration Parameters

Supplier must document all customization/configuration parameters used. The documentation must reference all parameters and note and explain where dependencies occur and where environmental conditions dictate specific usage and settings.

4.9.5 Workstation Installation Procedures and Automated Installation Tools

If there are any workstation-based components to any of the proposed software products and solutions, Supplier must provide City with a set of documented procedures and automated deployment/installation scripts for use with Supplier's software distribution tools. These scripts and procedures will enable City staff to independently install and connect additional workstations.

4.9.6 Workflow Administration Guide

Supplier must produce a Workflow Administration Guide that describes the duties of workflow administrators. Included must be:

- a. Coverage of policies and procedures for workflow setup
- b. User setup
- c. Work group setup
- d. Workflow rules setup
- e. Administrator security
- f. Testing of rules prior to implementation
- g. Provisions for establishing alternates for absent users
- h. Workload balancing
- i. Procedures for changing existing rules when active documents are being processed
- j. Archiving and reporting
- k. Process monitoring
- l. Identifying and clearing bottlenecks

- m. Monitoring user, organization, and process productivity and throughput
- n. Other relevant topics

4.9.7 Supplier Deliverables

Must include

- a. Security Administrators Guide (and updates)
- b. User Documentation (and updates)
- c. Operations Documentation (and updates)
- d. Technical Documentation (and updates)
- e. Customization Documentation (and updates)
- f. Workstation Installations Documentation (and updates)
- g. Workflow Administration Guide (and updates)

5. **TECHNICAL AND FUNCTIONAL REQUIREMENTS**

See Attachment 6: Revenue System Requirements for requirements chart. This chart is required to be filled out in full.

SECTION III

SPECIAL INSTRUCTIONS AND CONDITIONS

1. AUTHORIZED SIGNATURE FORM
2. NO PROPOSAL RESPONSE FORM
3. STANDARD CITY CONTRACT

AUTHORIZED SIGNATURE FORM

By submission of the RFP, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal;
- Proposer will not withdraw the proposal for ninety (90) days.
- By the below signature, I hereby certify that I have both the legal authority from my business/firm and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: _____

Signature: _____

Title: _____

Business/Firm Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

NO PROPOSAL RESPONSE FORM

If you choose not to submit a proposal, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

Senior Buyer: Keely Golden, CPPB Telephone: (816) 513-3670 Return by Fax: (816) 513-1156

Due Date: 07/11/2011

Number: EV0835

Description: REVENUE SYSTEM

Please check the appropriate response(s). We respectfully submit "No Response" for the following reason(s):

- ☐ 1. We cannot provide a service to meet the required specifications.
- ☐ 2. The closing date does not allow adequate time to prepare a response.
- ☐ 3. We have chosen not to do business with the City.
- ☐ 4. Other (comment below or provide your response on your business/firm letterhead).

Business/Firm Name _____ Supplier No. _____

Authorized Signature _____

Print Name _____

Title _____

Date _____ Telephone No. _____

STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EVXXXX

TITLE/DESCRIPTION: XXXX

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and _____ ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents: (a) this Contract; (b) CONTRACTOR's Proposal dated _____ that is attached hereto and incorporated into this Contract; (c) CITY's RFP No. _____ that is incorporated into this Contract by reference; (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on _____, ____ and shall end on _____. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At anytime prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Compensation.

- A. The maximum amount the CITY shall pay CONTRACTOR under this Contract shall not exceed \$_____. CITY shall pay CONTRACTOR on the following basis: **(Fill in how the Contractor is to be paid. For example, by the hour or by the job. Do not use a contingency fee arrangement unless this is the standard industry practice used to compensate the Contractor. Examples: Debt collection, real estate agents, etc.)**

- B. CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: monthly, one time; other (**select when the Contractor will bill the City and delete all others**).
- C. CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.

- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If the CITY's payments to CONTRACTOR exceed \$123,500.01 for the period of May 1st through April 30th, CONTRACTOR shall establish and maintain for the term of this Contract an Affirmative Action Program in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those Sections, and any additions or amendments thereto. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation, in a manner prohibited by Chapter 38 of City's Code. CITY has the right to take action as directed by City's Human Relations Department to enforce this provision. If CONTRACTOR fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Contracts funded by CITY for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$123,500.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
 Procurement Services Division
 414 East 12th Street, 1st Floor, Room 102 W
 Kansas City, Missouri 64106
 Attention: Cedric Rowan
 Telephone: (816) 513-1592
 Facsimile: (816) 513-1156

With copies to: Galen Beaufort, Esq.
 City Attorney
 Law Department of Kansas City, Missouri
 414 East 12th Street, 28th Floor
 Kansas City, Missouri 64106
 Telephone: (816) 513-3147

If to the CONTRACTOR: (INSERT Name and Complete Address)

Sec. 18. General Indemnification.

- (a) For purposes of this Section 18 only, the following terms shall have the meanings listed:
 - 1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 - 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 - 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:

1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
 4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.

- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties'

signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

Sec. 24. Assignment and Subcontracting. CONTRACTOR shall not subcontract, assign or transfer any part or all of CONTRACTOR's obligations or interests without CITY's prior approval. If CONTRACTOR shall subcontract, assign, or transfer any part of CONTRACTOR's interests or obligations under this Contract without the prior approval of CITY, it shall constitute a material breach of this Contract.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Intellectual Property Rights. CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

Sec. 27. Minority and Women's Business Enterprises. CITY is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of CITY contracts. If M/WBE participation goals have been set for this Contract, CONTRACTOR agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in CITY'S Code Sections 38-84 through 38-100.8 and as hereinafter amended. CONTRACTOR shall make its good faith efforts in carrying out this policy by implementing its Contractor Utilization Plan, which is attached as **Attachment No. __**. If CONTRACTOR fails to achieve the M/WBE goals stated in its Contractor Utilization Plan, as amended, the CITY will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this Contractor Utilization Plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the CONTRACTOR'S payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the CONTRACTOR acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the CONTRACTOR, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 28. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in

connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 29. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 30. Trade-In. If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the CITY retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in

offered. The CITY is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

Sec. 31. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 32. F.O.B. Destination. Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the CONTRACTOR. The CITY shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the CITY acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the CONTRACTOR uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 22(a) is applicable.

- (a) F.O.B. Destination, Freight Prepaid by Seller. The seller pays and bears all freight charges.
- (b) F.O.B. Destination, Freight Prepaid and Charged Back on Invoice. The seller pays the freight and charges the CITY by adding it to the invoice.
- (c) F.O.B. Destination, Freight Collect. The CITY pays and bears the freight charges.
- (d) F.O.B. Destination, Freight Collect and Allowed on Invoice. The CITY pays the freight charges and deducts the amount from the seller's invoice.

Sec. 33. Quality. Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 34. Price. Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

Sec. 35. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as

equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 36. Commercial Warranty. The CONTRACTOR agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract.

Sec. 37. Discounts.

- A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.
- B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the CITY, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the CITY check.
- C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the CITY reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

Sec. 38. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 39. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 40. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 41. Late Shipments. Supplier or CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 42. Tax Exemption - Federal and State.

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 43. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 44. Performance Bond.

Contractor shall furnish a Performance Bond to City on City furnished forms executed by a Surety, in the amount of the entire contract guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes. Surety must:

- A. Be approved by City's Finance Department; and
- B. Be qualified to issue bonds at amounts specified in the Department of the Treasury Circular 570; and
- C. Be licensed by the State of Missouri to do business in the State of Missouri; and
- D. Retain an A.M. Best rating of "B+, Class V" for Bonds in excess of \$200,000.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

Contractor: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

SECTION IV
ATTACHMENTS

ATTACHMENT NO. I

PRICING/COST PROPOSAL

Pricing is required to be firm and fixed pricing. Do not submit travel and living expenses or cost of bonds separately in cost proposal. These expenses must be included as part of the overall spend for the categories listed below.

Pricing/Cost Proposal must be sealed separately in proposal response.

Required Cost Categories

Software	\$
Hardware	\$
Implementation Services	\$
First Year Software License and Maintenance Support	\$
First Year Hardware Maintenance Support	\$

Total Proposed Cost		\$
----------------------------	--	-----------

Optional Cost Categories

Optional Hardware	\$
Optional Services	\$
Ongoing Software License and Maintenance Support (Years 2 – 5)	\$

ATTACHMENT NO. 2

AFFIDAVIT

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission expires:

ATTACHMENT NO. 3

REFERENCES

PROPOSER REFERENCES FROM CLIENTS

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years. It is preferred that at least one (1) client reference be a government sector client.

The Proposer is required to include the three (3) references in the Proposal submitted to the City.

CITY OF KCMO REFERENCE CHECK

GENERAL INFORMATION

Name of Proposer	
Subcontractor/Third Party	
Product or Service Reviewed	

REFERENCE CHECK INFORMATION

Business/Firm Name	
Business/Firm Address	
Contact Name	
Title	
Telephone Number	
Fax Number	
E-mail Address	

To submit a reference, please respond to the following questions:

1. What services did the Supplier provide for you?

2. Were the services performed satisfactorily?

3. Were the invoices detailed and accurate?

If the invoicing was not accurate, explain how easy or difficult it was to reconcile or have the invoicing updated.

4. Were there any staffing disputes? If so, explain how easy or difficult it was to have staff replaced.

5. Was the account service satisfactory?

6. What was included in the account service?

7. Were you happy with the cost of your services?

8. Are you still using this Supplier for these services?

9. Do you plan to continue this relationship?

10. How many tax/fee types have you implemented and what were they?

11. What interfaces did you provide?

12. What was the number of departments and users on the system?

13. Did the vendor send the project team you thought you were getting?

Additional Comments:

Name of Client Contact (Print)

Signature

ATTACHMENT NO. 4

HRD FORMS AND INSTRUCTIONS

The following HRD forms and instructions are included in this Attachment:

FORM	TITLE	NO. OF PAGES
HRD 6	HRD Instructions for RFQ/P	11
HRD 8	Contractor Utilization Plan/Request for Waiver	4
HRD 10	Timetable for MBE/WBE Utilization	1
HRD 11	Request for Modification or Substitution	2
HRD 13	Affidavit of Intended Utilization	2
00450.01	Letter of Intent to Subcontract	1
01290.14	Contractor Affidavit for Final Payment	2
01290.15	Subcontractor Affidavit for Final Payment	1

**HRD INSTRUCTIONS
FOR REQUESTS FOR QUALIFICATIONS/PROPOSALS**

PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

I. City's MBE/WBE Program.

- A. The City has adopted a Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 38-84 through 38-100.8, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each construction project may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Proposer submits a proposal of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this project are set forth elsewhere in the proposal specifications.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the project work to the extent of the goals listed for the project and to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the proposal that a Proposer objectively demonstrate to the City that good faith efforts have been made to meet the Goals.
- C. The following HRD Forms are attached and must be used for MBE/WBE submittals:
 - 1. Affidavit of Intended Utilization (HRD Form 13); and
 - 2. Contractor Utilization Plan/Request for Waiver (HRD Form 8A); and
 - 3. Letter of Intent to Subcontract (HRD Form 00450.01); and
 - 4. Timetable for MBE/WBE Utilization (HRD Form 10); and
 - 5. Request for Modification or Substitution (HRD Form 11); and
 - 6. Contractor Affidavit for Final Payment (Form 01290.14); and
 - 7. Subcontractor Affidavit for Final Payment (Form 01290.15).

Warning: The City only gives MBE/WBE credit for a Proposer's use of City certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Human Relations Department as such. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at www.kcmo.org. Before a Proposer submits a proposal, Proposer should contact HRD and consult the directory to make sure any firm proposed for use for MBE/WBE participation has been certified.

II. Required Submissions with Proposal.

- A. Proposer must submit the following document with its proposal:
 - 1. **Affidavit of Intended Utilization (HRD Form 13).** This form states a Proposer's intent to use certified MBE/WBEs in the performance of the contract.

III. Required Submissions Prior to Contract Award.

A. Proposer must submit the following documents prior to contract award.

1. **Contractor Utilization Plan/Request for Waiver (HRD Form 8).** This form states a Proposer's plan to use specific certified MBE/WBEs in the performance of the contract and includes the following:
 - a. **The work to be performed by each MBE/WBE and the amounts each is to be paid for the work; and**
 - b. **The name, address, race or ethnic origin, gender and employer identification number or social security number of each MBE/WBE that will perform the work.**
 - c. **An automatic request for waiver in the event Proposer has not met or exceeded the MBE and/or WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals and desires a waiver of the goals. If a waiver is requested, HRD will examine the Proposer's documentation of good faith efforts and make a recommendation to grant or deny the waiver. HRD will recommend a waiver be granted only if the Proposer has made good faith efforts to obtain MBE/WBE participation.**
2. **Letter(s) of Intent to Subcontract (HRD Form 00450.01).** A letter must be provided from each MBE/WBE listed on the Contractor Utilization Plan. These letters verify that the MBE/WBE has agreed to execute a formal agreement for the work and indicate the scope of work to be performed and the price agreed upon for the work.

IV. Additional Required Submissions when Requested by City.

A. Proposer must submit the following documents when requested by City:

1. **Timetable for MBE/WBE Utilization (HRD Form 10).**
2. **Documentation of good faith efforts.**

V. Required Monthly Submissions during term of Contract.

A. Proposers must submit the following document on a monthly basis if awarded the contract:

1. **M/WBE Monthly Utilization Report (HRD Form 00485.01).** This report must be submitted to the Director by the 15th of each month. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

VI. Required Submittals for Final Contract Payment.

A. Proposer must submit the following documents with its request for final payment under the contract:

1. **Contractor Affidavit for Final Payment (Form 01290.14)**
2. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**

VII. Additional Submittals.

A. Proposer may be required to make additional submittals during the term of the Contract, including **Request for Modification or Substitution (HRD Form 11)**. Refer to Section X, Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE, for additional instructions on when this

form must be submitted.

VIII. MBE/WBE Participation Credit.

- A. The following shall be credited towards achieving the goals, except as provided herein:
1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a qualified MBE or WBE; and
 2. Subcontractor participation with a lower tier MBE/WBE subcontractor; and
 3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a construction supplier who is not a manufacturer and who is a qualified MBE or WBE. If the MBE/WBE is a manufacturer of the construction supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
- B. **NO CREDIT**, however, will be given for the following:
1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
 2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
 3. An MBE or WBE prime contractor's own participation in its contract with City; and
 4. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 5. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

IX. Methods for Securing Participation of MBE/WBEs and Good Faith Efforts.

- A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request for Waiver (HRD Form 8)

Warning: Efforts to obtain MBE and/or WBE participation made after a Contractor Utilization Plan is submitted cannot be used to show the Proposer made good faith efforts.

- B. In evaluating good faith efforts, the Director of HRD will consider whether the Proposer has performed the following, along with any other relevant factors:
1. Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations in sufficient time to allow MBE and WBE firms to participate effectively.
 2. Provided notice to a reasonable number of minority and women's business organizations of specific opportunities to participate in the contract in sufficient time to allow MBE and WBE firms to participate effectively.
 3. Sent written notices, by certified mail or facsimile, to qualified MBEs and WBEs soliciting their participation in the contract in sufficient time to allow them to participate effectively.

4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units. A Proposer should send letters by certified mail or facsimile to those MBE/WBE contractors identified by HRD listed in those categories which are in those subcontractors' scope of work. The portion of work for which a proposal from an MBE/WBE is being solicited shall be as specific as possible. Letters which are general are not acceptable.
5. Requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
6. **Conferred with qualified MBEs and WBEs and explained the scope and requirements of the work for which their bids or proposals were solicited.**
7. Attempted to negotiate in good faith with qualified MBEs and WBEs to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Documentation of good faith negotiations with MBE/WBEs from whom proposals were received in an effort to reach a mutually acceptable price should include:
 - a. Names, addresses and telephone numbers of MBE/WBEs that were contacted and date of contact;
 - b. The information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed by them;
 - c. The reasons no agreement was reached with any MBE/WBE, including the basis for any bid rejection (i.e., availability, price, qualifications or other);
 - d. Descriptions of attempts to provide technical assistance to MBE/WBEs to obtain necessary insurance and/or to obtain necessary supplies at the best prices available.
- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

X. Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE.

- A. A Proposer may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Proposer must file a **Request for Modification or Substitution (HRD Form 11)** prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary. The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:
 1. The Director finds that the Proposer made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; AND
 2. The Director also finds one of the following:
 - a. The listed MBE/WBE is non-responsive or cannot perform; or
 - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or

- c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
- d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
- e. The listed MBE/WBE is unacceptable to the contracting department; or
- f. The listed MBE/WBE thereafter had its certification revoked; or
- g. The Proposer or Contractor has not attempted intentionally to evade the requirements of the Program and it is in the best interests of the City to allow a modification or substitution.

B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director.

XI. Appeals. Intentionally Ommitted.

XII. Access to Documents and Records.

- A. By submitting a proposal, each Proposer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Proposer as may be necessary to ascertain compliance with the requirements of this document and the Act, within ten (10) days of the date of the written request.
- B. All Proposers agree to cooperate with the contracting department and HRD in studies and surveys regarding the MBE/WBE program.

XIII. Miscellaneous.

- A. A Proposer or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- C. Oral representations are not binding on the City.
- D. The City Council may waive the requirements of this document and the Program and award the contract to the best proposer if the City Council determines a waiver is in the best interests of the City.

XIV. Liquidated Damages – MBE/WBE Program.

- A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number _____

Project Title _____

(Department Project)

Department

(Bidder/Proposer)

STATE OF _____)

) ss

COUNTY OF _____)

I, _____, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are _____ % **MBE** and _____ % **WBE**. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: _____ % **MBE** _____ % **WBE**

3. The following are M/WBE subcontractors and scopes of work, the performance of which Bidder/Proposer warrants will meet or exceed the Bidder/Proposer Participation: ***(All firms must currently be certified by Kansas City, Missouri)***

a. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____

b. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

Area/Scope of work _____

- c. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
- d. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
- e. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
- f. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____

(List additional M/WBEs, if any, on additional page and attach to this form)

4. The following is a breakdown of the percentage of the total contract amount that Bidder/Proposer agrees to pay to each listed M/WBE:

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

of Total Name of MBE Firm Contract	Supplier/Contractor	Subcontract		Weighted	%
		Amount*		Value**	
_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	

TOTAL MBE \$ / TOTAL MBE %:	\$	%
------------------------------------	----	---

[illegible]

TOTAL WBE \$ / TOTAL WBE %:	\$	%
------------------------------------	----	---

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: _____

Address: _____

Phone Number: _____

Facsimile number: _____

E-mail Address: _____

By: _____

Title: _____

Date: _____

(Attach corporate seal if applicable)

Subscribed and sworn to before me this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

TIMETABLE FOR MBE/WBE UTILIZATION

(This form should be submitted to the City after contract award.)

I, _____, acting in my capacity as _____
(Name) (Position with Firm)
of _____, with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the
best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days	___	75 days	___	135 days	___
30 days	___	90 days	___	150 days	___
45 days	___	105 days	___	165 days	___
60 days	___	120 days	___	180 days	___
Other	_____ (Specify)				

Throughout _____ Beginning 1/3 _____
Middle 1/3 _____ Final 1/3 _____
Beginning 1/3 _____% Middle 1/3 _____% Final 1/3 _____%

PLEASE NOTE: Any changes in this timetable require approval of the Human Relations Department in advance of the change.

If you have any questions regarding the completion of this form, please contact the Department of Human Relations at: (816) 513-1818.

(Signature)

(Position with Firm)

(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

(This Form **must** be submitted to HRD to request substitutions for an MBE/WBE listed in the Contractor Utilization Plan or for modification of the amount of MBE/WBE participation listed in the Contractor Utilization Plan. This Form shall be an amendment to the Contractor Utilization Plan.)

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals: _____ % MBE _____ % WBE
Contractor Utilization Plan: _____ % MBE _____ % WBE

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.

2. I hereby request that the Director of HRD recommend or approve: (check appropriate space(s))

a. _____ A substitution of the certified MBE/WBE firm _____,
(Name of new firm)
to perform _____,
(Scope of work to be performed by new firm)

for the MBE/WBE firm _____ which is currently
(Name of old firm)
listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to
perform the following scope of work: _____.
(Scope of work of old firm)

b. _____ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from

_____ % MBE _____ % WBE (Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)

TO

_____ % MBE _____ % WBE (Fill in New % of MBE/WBE Participation requested for Contractor Utilization Plan)

- c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.
- d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because: (check applicable reason(s))

___ The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.

___ The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.

___ The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.

___ Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.

___ The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

___ Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

4. The following is a narrative summary of the Bidder's/Contractor's/Proposer's good faith efforts exhausted in attempts to substitute the MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE firms for the listed scope of work or any other scope of work in the project:

5. Bidder/Proposer/Contractor will present documentation when requested by the City to evidence its good faith efforts.

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)

AFFIDAVIT OF INTENDED UTILIZATION

(This Form must be submitted with your Bid/Proposal)

(Department Project)

(Bidder/Proposer)

STATE OF _____)
) ss
COUNTY OF _____)

I, _____, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements in the bid/proposal specifications on the above project and is given on behalf of the Bidder/Proposer listed below.
2. Bidder/Proposer assures that it presently intends to utilize the following MBE/WBE participation in the above project if awarded the Contract:

PROJECT GOALS: _____% MBE _____% WBE
BIDDER/PROPOSER PARTICIPATION: _____% MBE _____% WBE

3. To the best of Bidder's/Proposer's knowledge, the following are the names of certified MBEs or WBEs with whom Bidder/Proposer, or Bidder's/Proposer's subcontractors, presently intend to contract if awarded the Contract on the above project: ***(All firms must currently be certified by Kansas City, Missouri Dept. Of Human Relations)***

- a. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____
- b. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____
- c. Name of M/WBE Firm _____
Address _____
Telephone No. _____

I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

(List additional MBE/WBEs, if any, on additional pages and attach to this form)

4. Bidder/Proposer will identify before contract award, those MBE/WBE subcontractors with dollar amounts and scopes of work which apply to or exceed the MBE/WBE goals for the Project on the **Contractor Utilization Plan/Request for Waiver (HRD 08)**.
5. Bidder/Proposer agrees that failure to meet or exceed the MBE/WBE Goals for the above project will automatically render this bid/proposal non-responsive if Bidder/Proposer fails to establish good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions.
6. If applicable, Bidder/Proposer assures that it will meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with City, or request a waiver of the goals. **NOTE: This paragraph is applicable ONLY if you are submitting a bid/proposal on a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.00.**
7. I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

_____ of _____
(Title) (Name of Bidder/Proposer)

Dated: _____ By: _____
(Affiant)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public



LETTER OF INTENT TO SUBCONTRACT

Project Number _____

Project Title _____

Letter of Intent to Subcontract

To: City of Kansas City, Missouri

Date: _____

_____ Department

Contract Amount: _____

Contract Goals: DBE _____% MBE _____% WBE _____%

_____ agrees to enter into a contractual agreement with
Prime Contractor

_____, who will provide the following goods/services
MBE/WBE Subcontractor

In connection with the above referenced contract:

_____ (scope)

for an estimated amount of \$ _____ or _____% of the total estimated contract value.

_____ is currently certified with the City of Kansas City
(MBE / WBE Subcontractor) Human Relations Department for the
function in the aforementioned capacity.

_____ Prime Contractor

_____ MBE / WBE Subcontractor

I intend to work on the above-named contract in accordance with the MBE/WBE Participation Section of the City of Kansas City Bid/Proposal requirements, **contingent upon award** of the contract to the aforementioned Prime Contractor.

Signature: Prime Contractor

Signature: MBE / WBE Subcontractor

Print Name		Print Name	
Title	Date	Title	Date



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the OWNER on Project No. _____ and Project Title _____.

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.

3 (✓) ___ Prevailing wage does not apply; or

(✓) ___ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm _____
Address _____

Telephone Number (____) _____
IRS Number _____

Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____

Telephone Number (_____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

List additional subcontractors, if any, on a similar form and attach to the bid.

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

- (✓) ___ Met or exceeded the Contract utilization goals; or
(✓) ___ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
(✓) ___ No goals applied to this Project.

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.

6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**

7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.

8. If the Contract amount exceeded \$123,500.01, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me
appeared _____, to me personally known to be the
_____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of
_____ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year
first above written.

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

KANSAS CITY
MISSOURI)

) ss:

COUNTY OF _____)

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with:

_____, Contractor

Work Performed:

Total Dollar Amount of Subcontract and all Change Orders:

\$ _____

City Certified MBE WBE DBE NA

List certifications:

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

Business Entity Type:

Subcontractor's Legal Name and

Address

☐ Missouri Corporation

☐ Foreign Corporation

☐ Fictitious Name Corporation

☐ Sole Proprietor

☐ Limited Liability Company

Phone No.

☐ Partnership

Fax:

() Joint Venture
E:mail: _____
() Other (Specify) _____
No. _____

Federal ID

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: _____

(Signature)

(Print Name)

(Title)

(Date)

NOTARY

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____

By _____

Print Name

Title

ATTACHMENT NO. 5

PERFORMANCE BOND TEMPLATE

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

PERFORMANCE BOND

Project Number _____

Project Title _____

KNOW ALL MEN BY THESE PRESENTS: That _____, as PRINCIPAL (CONTRACTOR), and _____, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of _____ Dollars (\$ _____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for _____ which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless OWNER from all damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the ____ day of _____, ____.

CONTRACTOR

Name, address and facsimile number of Contractor

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: _____
Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of B+, V, or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: _____
Title: _____
Date: _____

(Attach seal and Power of Attorney)

ATTACHMENT NO. 6
REVENUE SYSTEM REQUIREMENTS

ATTACHMENT NO. 6

System requirements are outlined in the below table. The vendor should carefully review each requirement and mark your response as indicated. Y=Yes; N=No; C=Customization; 3=Third party application required; F=Future planned. Add any comments to each requirement as needed. Additional comments may be added after the table.

Req #		One Response Per Requirement					Comments
		Y	N	C	3rd Party	F	
	Taxpayer (Citizen Data) / Identification (registration)						
1	The system shall provide the ability to consolidate, add and eliminate City tax data and information in a single integrated Taxation Management System for multiple taxes and fees						
2	The system shall provide the ability to automatically assign a unique Tax Payer Identification number other than the Tax Payer's SSN or FEIN						
3	The system shall provide the ability to automatically assign multiple sub-Tax Payer Identification Numbers to an Individual or Business Tax Payer related to specific tax types						
4	The system shall provide the ability to automatically assign multiple sub-Tax Payer Identification Numbers to subsidiary companies that are linked to the parent company Tax Identification Number (e.g., partnerships)						
5	The system shall provide the ability to cross reference all sub-Tax Payer Numbers through the Tax payer Identification Number						
6	The system shall provide the ability to search, maintain, and access consolidated Taxpayer Information						
7	The system shall provide the ability to allow the user to locate a business or businesses by searching on various criteria						
8	The system shall track the following items for table validation purposes: Land Use/SIC/SDIC/NAICS, Business type						
9	The system shall provide the ability to record a series of business names for a particular business and allows users to retrieve information based on past as well as current business names or owner/operators						
10	The system shall provide the ability to record a series of addresses where a particular business has relocated over a period of time.						
11	The system shall provide the ability to record historical records on other items of information in the business file (e.g., changes in ownership, history of employee counts for a company). List any fields where this feature is offered.						
12	The system shall provide an audit trail of all changes, effective dates, and change dates made to Tax Payer and system data						
13	The system shall process transactions related to historical transactions even if a tax account is classified as inactive						
14	The system shall maintain and track Tax Payer Exemption data related to each tax type						
15	The system shall have the ability to record and track correspondence sent to Taxpayers, track the frequency of returned mail, and the taxpayer shall have access to view the notifications via a safe web portal.						
16	The system shall have the ability to upload Tax Payer data from other agency sources (e.g., IRS Form W-2 data, County data, etc.) through a batch process using magnetic tape, CD, electronic data transfer etc.						
17	The system shall have the ability to automatically search or conduct online searches to identify duplicate or matching Tax Payer data						
18	The system shall provide the ability to upload and/or compare Taxpayer data with the IRS system (without co-mingling data)						
19	The system shall provide the ability to display all taxpayer information on one screen						
20	The system shall provide the ability to allow users to add a new liability to customer account						
21	The system shall provide the ability to allow taxpayers to review, retrieve and print his/her account information via the web						
22	The system shall provide the ability to use premise system to tie taxpayer (identified by TIN or SSN) to parcel numbers (i.e., separate customer/premise to account for transfer of property) with a link to land records						
23	The system shall provide the ability to purge accounts according to a user defined aging schedule						
24	The system shall provide the ability to retain history on all purged accounts						
25	The system shall provide the ability to retrieve a purged account in order to post transactions						
26	The system shall provide the ability to allow transactions in purged accounts						

ATTACHMENT NO. 6

Req #		One Response Per Requirement					Comments
		Y	N	C	3rd Party	F	
	Taxpayer (Citizen Data) / Identification (registration)						
27	The system shall provide the ability to automate tax clearance review based on business rules and notify taxpayer of clearance granted or denied (print clearance), or send automatically via web based notification.						
28	The system shall provide the ability to interface external agency systems to compare and upon approval update Tax Payer data						
29	The system shall provide the ability to access selected non-confidential registration data from an internet site for public viewing						
30	The system shall provide the ability to conduct self-serve/automated registration via the internet for selected types of taxpayers						
	Case Management (delinquent, non-filers, judgment, bankruptcy, collections)						
31	The system shall provide the ability to create a case with a unique case ID and record customer contact activities including the ability to add notes and attachments						
32	The system shall send separate delinquent account notices as required						
33	The system shall provide the ability to show correspondence sent and received including faxes, letters and scanned documentation						
34	The system shall automatically send a Tax Payer account to collections based on specified criteria						
35	The system shall flag accounts when specified actions have not occurred (e.g. payment schedule not met)						
36	The system shall flag accounts when case actions meet a specified amount						
37	The system shall generate billing notices and progression of assessment process						
38	The system shall provide the ability to do intelligent case prefix (Date , account type, case type)						
39	The system shall provide the ability to move cases to collection status based on user defined criteria						
40	The system shall provide a feature to identify all tax bills associated with the name and address when a bankruptcy notice is received from the court						
41	The system shall provide the ability to print garnishment forms and process requests for garnishment checks						
42	The system shall provide the ability to track and send notices on missed garnishment payments						
43	The system shall provide the ability to shall track collection case actions (e.g. initiation of payment plan)						
44	The system shall provide the ability to allow a user to assign a case to himself that was assigned to another user if authorized						
45	The system shall provide the ability to allow text descriptions and comments related to collection cases and actions						
46	The system shall have the ability to allow a special notice to appear on the screen whenever any item is within 120, 90, 60, 30 days of Statute of Limitations						
47	The system shall provide the ability to track all actions (legal)						
48	The system shall provide the ability to permit and split cases or combine cases when two cases sharing the same taxpayer are identified by the system						
49	The system shall provide the ability to allow an assigned user to put a hold on all communications for all items within the case						
50	The system shall provide the ability to create,track,assign,refund activities						
51	The system shall provide the ability to automatically assign delinquent/No-filers/Collection cases to employee in predefined method						
	Revenue Accounting (assessments, receivables)						
52	The system shall provide the ability to allow for managing assessments (special)						
53	The system shall provide the ability to allow the assigned user to reverse or adjust the assessment						
54	The system shall provide the ability to generate an assessment letter with a schedule attached showing the details of each item, such as the amount of taxes, penalty, and interest due.						
55	The system shall have the ability to allow the assessment letter to have a payment remittance advice attached						
	Taxpayer Accounting (billing, payments, refunds, penalty & interest, abatements)						
56	The system shall provide the ability that tax types correspond to certain penalties, fees or interest that need to be applied to the tax bill, if applicable						
57	The system shall provide the ability for downward adjustments to unpaid past-due tax bills that will correct the amount due with proper authorization.						

ATTACHMENT NO. 6

Req #		One Response Per Requirement					Comments
		Y	N	C	3rd Party	F	
	Taxpayer (Citizen Data) / Identification (registration)						
58	The system shall provide, but not be limited to, the following payment plans for a corrected delinquent or payment plan tax bill: Adjust all penalties if the bill is unpaid after a user-defined time period, Re-install all penalties, interest, and fees back to the original past-due date if the bill is unpaid after a user-defined time period						
59	The system shall provide a fax back feature that allows for a request via the internet to send a tax statement						
60	The system shall provide the ability to automatically or manually create a tax bill and allow the user to adjust and/or customize the format of the bill						
61	The system shall provide the ability to create new revenue type for billings and collections						
62	The system shall provide the ability to reverse all penalties and fees for the tax bill in the event of a correction (based on correction reason code and tax clearance letters)						
63	The system shall provide an automated process to evaluate penalty waiver request based on predefined business rule						
64	The system shall provide the ability to provide for miscellaneous fees or charges to be added to accounts that are not associated with a tax bill (e.g., court fees)						
65	The system shall provide ability to stop system penalties and interest with an 'as of date'						
66	The system shall provide the ability to allow authorized users to set flags on affected tax bills						
67	The system shall provide the ability to produce electronic bills and identify taxpayers that will receive electronic billing						
68	The system shall provide the ability to provide tax bills with multiple associated years, multiple tax types, the accompanying penalties, and interest for each tax owed AND a payment coupon attached						
69	The system shall provide the ability to automatically calculate tax bills, penalties, interest, etc. and post to accounts receivable for each Tax Payer						
70	The system shall provide the ability to allow for bill corrections						
71	The system shall provide the ability to allow for a change reason code for all bill corrections						
72	The system shall provide the ability to allow users to set criteria for tax calculations for corrected bills						
73	The system shall provide the ability to assign one identification number that is associated with multiple bill corrections in a specified time period						
74	The system shall provide the ability to record date, time and user ID data every time a duplicate tax bill is requested for mailing						
75	The system shall provide the ability to allow updates to multiple accounts based on one correction transaction						
76	The system shall provide the ability to allow full audit trail of all items created or corrected to Taxpayer and system data with date, time and user ID						
77	The system shall provide the ability to allow adjustments to past-due tax bills						
78	The system shall provide the ability to show distribution of funds to GL codes - including negative distributions for refunds						
79	The system shall provide the ability to show any types of tenders received including credit card processing cash, checks, etc.. as well as the creation of a daily deposit report						
80	The system shall provide the ability to set up taxpayer payment plans						
81	The system shall provide the ability to combine multiple payment plans for a taxpayer into one payment amount ,if requested by taxpayer						
82	The system shall provide the ability to produce a tax statement for a payment plan at any time for taxpayer						
83	The system shall provide the ability to keep track of payments to determine if the annual installment amount has been reached						
84	The system shall provide the ability to send a notice of payment plan delinquency with the full amount due to the taxpayer and payee of record						
85	The system shall provide the ability to allow user override of payment plan delinquency						
86	The system shall provide the ability to allow partial payments for certain tax types						
87	The system shall provide the ability to allow for entry of a bankruptcy payment plan that can have monthly, quarterly or annual payments with an individual interest rate						
88	The system shall provide the ability to automatically reinstate the payment plan if a payment is delinquent within user defined limits						
89	The system shall provide the ability to produce a consolidated tax statement for a single taxpayer						

ATTACHMENT NO. 6

Req #		One Response Per Requirement					Comments
		Y	N	C	3rd Party	F	
	Taxpayer (Citizen Data) / Identification (registration)						
90	The system shall provide the ability to print a receipt						
91	The system shall provide the ability to handle a stopped, voided check or insufficient funds						
92	The system shall provide the ability to ensure that the amount is deducted from the account immediately if a payment is returned						
93	The system shall provide the ability to calculate tax liability based on current rates and laws						
94	The system shall provide the ability to offset overpayments with other outstanding tax liabilities based on user defined parameters						
95	The system shall provide the ability to create a refund of overpayment following offsetting tax liabilities						
96	The system shall provide the ability to post refunds to accounts receivable for overpayment						
97	The system shall provide the ability to internally transfer funds based on payment adjustments and other transactions made in the system						
98	The system shall provide the ability to create a unique refund identifier for each refund						
99	The system shall provide the ability to allow tracking of individual refunds by employer id/refund number/tax type/date/employee						
100	The system shall provide the ability to sort refunds by \$ amount and capable of listing by specified range						
101	The system shall provide the ability to allow posting of monies from multiple sources, such as ACH, inter-city JV, wire transfer						
102	The system shall be capable of processing bills and payments by interfacing the imaging/scanning process and automatically post taxpayer records						
	Return Processing						
103	The system shall provide the ability to submit tax return information & payments (ACH payment/Credit Card/e-check), on line						
104	The system shall provide the ability to allow a direct interface with on-line/e-filing systems						
105	The system shall provide the ability to automate refund process including denials and the ability to interface with PeopleSoft Accounts Payable for check creation						
106	The system shall provide the ability to automatically post tax returns to taxpayer accounts, tax periods and tax return types based on scanned or imaged documents or electronically filed returns, current and future tax types including but not limited to the following: Earnings Tax Wage Earner, Convention and Tourism Tax Returns, Occupational License Application, Profits Tax Return, Earnings Tax Employer Withholding, Utility Taxes, Car Rental Fee, Arena Fee						
107	The system shall provide the ability to automatically create tax returns with data from tax payer accounts						
108	The system shall provide the ability to automatically indicate supporting attachments and documents required with a Tax Payer return						
109	The system shall provide the ability to generate a letter for missing required return schedules or attachments						
110	The system shall provide the ability to provide batch and online recording of adjustments made to returns						
111	The system shall provide the ability to record reason for return adjustments and provide an audit trail						
112	The system shall provide the ability to record Tax Payer account data changes acquired through return processing						
113	The system shall provide the ability to flag the account if the Tax Payer indicates final tax return						
114	The system shall provide the ability to allow return transactions related to inactive accounts						
115	The system shall provide the ability to flag and allow input of assessed returns for delinquent taxpayers or non-filers						
116	The system shall provide interactive tax return filing system with automatic error detection						
117	The system shall have the ability to capture w-2 information from employers annually						
	ASSESSMENT SETUP & COMMUNICATIONS						
118	The system shall be able to create cases on information from external sources compared to internal information. The cases shall be able to be assigned						
	Licensing						
119	The system shall provide the ability to group occupational licenses by Category and process each Category differently based upon user definable variables including SIC code or category in municipal code of ordinances						
120	The system shall provide the ability to generate automated renewal licenses						
121	The system shall provide the ability to flag comments as needing follow-up						

ATTACHMENT NO. 6

Req #		One Response Per Requirement					Comments
		Y	N	C	3rd Party	F	
	Taxpayer (Citizen Data) / Identification (registration)						
122	The system shall provide the ability to generate manual renewal notices						
123	The system shall provide the ability to select whether renewal notice should be printed						
124	The system shall provide the ability to recognize business as "license expired" after a user defined number of days renewal notices have been sent						
125	The system shall provide the ability to "adjust/reverse" uncollectible receivables and generate corresponding reports						
126	The system shall provide the ability to accommodate alphanumeric occupational license and certificate numbers						
127	The system shall provide the ability to assign license inspectors to a particular occupational license or to all occupational licenses of a particular Category						
128	The system shall provide the ability to calculate fees based on a base amount plus other user defined amounts such as employee headcount, gross earnings, etc.						
129	The system shall provide the ability to identify underpayments and send an invoice for the outstanding amount before approving and sending the certificate						
130	The system shall provide the ability to track licenses for multiple years and apply certificates to specific years						
131	The system shall provide the ability to track various license holder types by user-defined criteria						
	Reporting/Analysis/Documentation/Correspondence (Notice Creations)						
132	The system shall provide the ability to develop or change letters, notices, templates, or tax forms						
133	The system shall provide the ability to create dashboard, reports, graphs, etc.						
134	The system shall provide the ability to create reports and adhoc queries						
135	The system shall provide the ability to perform revenue projection for each tax type based on historical trends						
136	The system shall provide the ability to retrieve any document to create hard copy						
137	The system shall provide the ability to Import/Export data						
138	The system shall provide the ability to create PDF's for attachments and receive PDF correspondence						
139	The system shall provide the ability to run reports to identify non-filers and delinquent accounts by period and account type						
140	The system shall provide "what-if" capabilities for tax collection						
141	The system shall provide reports by Geo code for demographic analysis						
142	The system shall have the capability of interfacing data from other external databases for analyses						
143	The system shall provide the ability to track and manage the fax and email from taxpayers by utilizing bar code system						
144	The system shall provide the ability to utilize an automated predictive dialer to taxpayers						
145	The system shall provide the ability to produce summaries of the variances between budgeted and actual net receipts for user specified time period						
146	The system shall provide for automated mass mailing of forms including but not limited to the following functionality: Include capability of e-mailing based on criteria in taxpayer record, Retain record of mailing and e-mailing as part of taxpayer record						
147	The system shall provide for end-user automated creation and integration of documents						
	Tax Auditing						
148	The system shall provide paperless audit work papers to compare various tax types and multi-years information filed by single ein						
149	The system shall provide the ability to score taxpayers according to our business rules						
	Fund Accounting and Distribution						
150	The system should have the ability to define GL distributions by revenue source, tax type, penalty, fee, or interest including negative distributions for adjustments, credits, and refunds						
151	The system shall provide for miscellaneous fees or charges to be added to accounts that are not associated with a tax bill (e.g., court fees)						
152	The system shall track, estimate and allocate revenue on a fund level						

ATTACHMENT NO. 6

Req #		One Response Per Requirement					Comments
		Y	N	C	3rd Party	F	
	Taxpayer (Citizen Data) / Identification (registration)						
153	The system shall interface the City's General Ledger system to maintain the City cash and revenue accounts (through PeopleSoft General Ledger and Accounts Receivable Modules)						
	Property Tax Administration						
154	The system shall provide the ability to import information from a land-based records system (GIS) with the following information: Parcel # (County), Parcel # (City), Ownership Name, Billing Name, Mailing Address, Market value for land and improvements, Assessed value for land and improvements, property type (i.e., commercial, residential, etc.), Legal Description, Tax District/Area, Council District, and such other information as may be required.						
155	The system shall provide the ability to identify a parcel based on County Parcel Number, City Parcel Number, or Ordinance Number.						
156	The system shall provide valid codes, including but not limited to the following: Land use code, Property classification code, Tax status code						
157	The system shall provide tax bills with multiple associated years (e.g., roll year, tax year)						
158	The system shall edit all incoming real and personal property tax roll records for, but not limited to, the following: Blank tax district/tax area code, Valid tax district/tax area code						
159	The system shall provide current and delinquent bill formats						
160	The system shall include the institution that received the regular tax bill on information statements						
161	The system shall be capable of exporting information for the purpose of electronically billing certain taxpayers or groups of taxpayers and suppressing paper bill printing.						
162	The system shall provide capability of electronic and manual update of who is responsible for bill payments						
163	The system shall record date, time and user data every time a duplicate tax bill is requested for mailing						
164	The system shall be capable of grouping bills by common characteristics to facilitate creation of tax rolls which can be reviewed and approved prior to billing						
	APPORTIONMENT REQUIREMENTS						
	Apportionment Administration						
165	The system shall provide the ability to copy from an existing tax district/tax area code to create a new tax district/tax area code						
166	The system shall provide ability to split a tax district/tax area code into one or more tax district/tax area codes						
167	The system shall provide ability to apportion/combine taxes and special assessments for apportioned property allowing for automatic distribution of apportioned amounts based on selectable criteria						
	Assessed Values						
168	The system shall calculate the total assessed valuation for each tax district/tax area code from the secured and unsecured rolls						
	GENERAL/TECHNICAL REQUIREMENTS						
169	The system shall provide the ability to include all support software, tools and utilities (e.g., compilers, text editors, library products, code generators, scripts) needed to perform configuration, installation, operation and management tasks.						
170	The system shall provide the ability to support importing and exporting of standard desktop office application files, including but not limited to Microsoft Office suite						
171	The system shall provide the ability to be compatible with data warehousing						
172	The system shall provide the ability to comply with all current government standards and web-based transaction encryption standards						
173	The system shall provide the ability to automatically integrate user-defined fields into software upgrades						
174	The system shall provide the ability to have best practice workflow templates						
175	The system shall provide the ability to allow customizable on-line help screens						
176	The system shall have the ability to provide utilities and tools to monitor resource utilization						
	Application Architecture						
177	The system shall provide the ability to be a web-based (browser) solution						
178	The system shall provide the ability to allow users to access records during batch processing						

ATTACHMENT NO. 6

Req #		One Response Per Requirement					Comments
		Y	N	C	3rd Party	F	
	Taxpayer (Citizen Data) / Identification (registration)						
179	The system shall provide the ability to edit all transactions for errors and provide immediate user feedback, including error messages and possible corrective actions						
180	The system shall provide the ability to allow the capability to support public/private key encryption						
181	The system shall provide the ability to support drop down menus (e.g., lists of values) for appropriate fields						
182	The system shall provide the ability to allow data and transaction logic validation through the use of centralized or distributed business rules						
183	The system shall provide the ability to provide an internal real-time message routing capability for broadcasting information to all or a selected portion of users						
184	The system shall provide the ability to allow an audit trail for changes in: Applications, Operating System, User Access, Database Modifications						
185	The system shall provide the ability to allow multiple application environments for development, test, training, and production						
186	The system shall provide the ability to interface with Microsoft Exchange						
187	The system shall have industry-standard open system architecture that supports equipment and applications running on Microsoft operating systems (e.g., Windows 95, 98, NT, 2000 or XP or Vista or windows 7)						
188	The system shall provide the user with the ability to drill down from a transaction view to the respective and supporting source record view irrespective of the module containing information						
	System Administration & Customizations						
189	The system shall provide the ability to customize an entry screen based on the security profile of each user						
190	The system shall provide the ability to allow for user customizable drop down menus						
191	The system shall provide the ability to be user-defined: Exits, Tables, Fields, Screens, Reports, Forms, Menus, Business rules and workflows,						
192	The system shall provide user defaults & customizable web pages						
	Database Management System						
193	The system shall provide the ability to use a relational database management system						
194	The system shall provide the ability to be compatible with the following databases: Oracle, MS SQL Server						
195	The system shall provide the ability to include utilities for database performance monitoring and tuning, including but not limited to tools for table & file maintenance						
196	The system shall provide for simultaneous access to data by concurrent users						
197	The system shall provide the ability to lock database records at a row and field level.						
198	The system shall provide data modeling, data definition and data dictionary components						
199	The system shall provide the ability to allow standard structured query language (SQL) capabilities for database queries						
200	The system shall provide the ability to set up log event triggers to automatically notify administrator when a user defined database condition or set maximum/minimums are exceeded						
	Network and Operating Systems						
201	The system shall provide the ability to operate in a multi-tier, multi-platform environment						
202	The system shall provide the ability to use TCP/IP and subsequent standards as approved by IEEE as the standard network protocol						
203	The system shall provide the ability to copy and/or archive data to external storage media based on user-defined selection criteria and times						
204	The system shall provide the ability to maintain multiple operating environments for development, test, training and production						
205	The system shall provide the ability to use cross-platform development tools						
206	The system shall provide the ability to use identical software components for common functions such as validations, retrievals and updates						
207	The system shall provide the ability for remote administration.						
208	The system shall provide the ability to define event triggers with an escalation path to be forwarded to user-defined communication method, including but not limited to: Blackberries, Cell phones, E-mail addresses						

ATTACHMENT NO. 6

Req #		One Response Per Requirement					Comments
		Y	N	C	3rd Party	F	
	Taxpayer (Citizen Data) / Identification (registration)						
	Security						
209	The system shall provide the ability to create and assign user IDs and passwords						
210	The system shall provide the ability to allow expiration dates for passwords						
211	The system shall provide the ability to notify users and force them to change passwords on a pre-defined frequency						
212	The system shall provide the ability to allow single sign-on to enter all modules for which the user is allowed access						
213	The system shall provide the ability to lock-out capability after a series of unsuccessful sign-on attempts by the user						
214	The system shall provide the ability to provide summarized and detailed reports on user access, usage and audit logs, etc.						
215	The system shall provide the ability to allow security audit and setup capabilities for the system administrator						
216	The system shall provide the ability to authenticate users via directory services						
217	The system shall provide the ability to support security control by the system administrator						
	Capacity and Performance						
218	The system shall provide the ability to support approximately 500 total system users						
219	The system shall provide the ability to perform with approximately of 100 - 200 concurrent users						
	System Redundancy and Availability						
220	The system shall provide the ability to be available 99%						
221	The system shall provide the ability to allow full recovery and restart following system failure or error						
222	The system shall provide the ability to support dynamic load balancing and automatic fail-over between multiple servers						
	Backup and Restore Capabilities						
223	The system shall provide the ability to be compliant with both Storage Area Network and IP standards						
224	The system shall provide the ability to provide backup and recovery of critical system tables, files, operating system and other information						
225	The system shall provide the ability to restore data to a user-defined time and date						
226	The system shall provide the ability to allow full recovery and backup capabilities for all online and batch transactions						
227	The system shall provide the ability to be available for user input during backup						
228	The system shall provide the ability to perform full, incremental, hot and live backups						
229	The system shall provide the ability to backup specified databases, files, or applications						
230	The system shall provide the ability to restore transactions from the database transaction log						
	System Reporting						
231	The system shall provide the ability to allow for reporting errors by exception						
232	The system shall provide the ability to provide the following types of reports: CPU availability, Potential or intermittent database errors, CPU usage analysis, User-defined batch and nightly cycle process report						
233	The system shall provide the ability to allow for self-monitoring and automatic notification of errors						
234	The system shall provide the ability to allow for interfaces to 3rd party monitoring tools						
	Document Imaging						
235	The system shall provide the ability to scan, store, print and view documents online						
236	The system shall provide the ability to allow automatic posting of payments to taxpayer accounts, tax periods and return type based on scanned or imaged documents						
237	The system shall provide the ability to be capable of processing 95% of returns through automated imaging or scanning.						
238	The system shall provide the ability to convert previous years tax return images' files (tiff format) into new image retrieval system						
239	The system shall provide the ability for ICR/OCR Processing						
	System Integration / Interfaces						
240	The system shall provide the ability to interface to PeopleSoft AR, GL						
241	The system shall provide the ability to interface to a Cashier System (I-Novah)						

ATTACHMENT NO. 6

Req #		One Response Per Requirement					Comments
		Y	N	C	3rd Party	F	
	Taxpayer (Citizen Data) / Identification (registration)						
242	The system shall provide the ability to interface to GIS ESRI v. 10						
243	The system shall provide the ability to interface to an IVR and create an automatic dialer (predictive driver) regarding taxes owed and the ability to accept payments						
244	The system shall provide the ability to interface to Microsoft Exchange to generate emails						
245	The system shall provide the ability to interface to Banner (water billing system)						
246	The system shall provide the ability to interface to KIVA (land permitting system)						
247	The system shall provide the ability to interface to banking lockbox files						
248	The system shall provide the ability to interface to other city department computer systems (Health, Planning, and Regulated Industries)						