



Request for Proposals
For
Web Content Management System

Due Date
December 14th, 2007 3:00 PM

Information Technology Department
Town of Oro Valley

I. INTRODUCTION

The Town of Oro Valley is conducting a competitive proposal process with the intent of contracting for a Web Content Management System (CMS) for The Town's Information Technology Department. Any resulting contract will be at the discretion of the Town and subject to requirements set forth within.

II. BACKGROUND

The Town of Oro Valley employs the council-manager form of municipal government. Oro Valley is administered by a seven member Town Council. The Town Council oversees all issues pertaining to Oro Valley, including residential and commercial development and preservation of natural areas. Oro Valley residents elect seven members of the Town Council. The Mayor is directly-elected while the Vice Mayor is selected by the Council from among the six Council members.

The Town of Oro Valley has approximately 400 employees in more than 15 departments which include a Police Department and Public Library. More information about the Town of Oro Valley (to be referred to as TOV hereafter) can be found at www.orovalleyaz.gov.

This RFP is the result of a request from a cross-departmental management and web development team. This team is charged with ownership of their departmental content along with reviewing and making recommendations regarding TOV's web presence.

That web presence begins with the top-level www.orovalleyaz.gov website, which averages more than 15,000 unique visits, more than 105,000 page views, and 3,300 hits per day. Year-over-year growth in site-traffic metrics is averaging between 3% and 5%.

The CMS we choose will be deployed not only for use on the www.orovalleyaz.gov website, but also potentially across several sub-domains. Therefore, it must be scalable to the enterprise level with proportionate reliability. The www.orovalleyaz.gov domain currently has seven active sub-domains names. TOV's web presence is managed in a centralized manner, and maintained in a decentralized manner which is reflective of the operating culture in general.

The top-level www.orovalleyaz.gov website is centrally hosted by TOV's Information Technology (IT) Department. Our chosen CMS will be fully owned, self-hosted, and maintained by the IT Department, with support from the vendor.

In advance of an enterprise CMS, the town recently completed the first phase of its web redesign project with the launch of a new site that is self-hosted in May of 2006. This included the development of a set of shared templates and limited cascading style sheets (CSS) that are being used by the all SubWebs – the websites are all hosted centrally by IT. Subsequent to the website redesign, the Town of Oro Valley supplied all sub-web editors with Microsoft FrontPage as the development tool, which includes "family" templates, CSS used by all departments.

The next phase is to implement a web-based self hosted CMS to manage all websites, as well as the Intranet site for the employees of the Town of Oro Valley. The process is pre-determined to be in phases rolled out for each department's sub-website on a schedule to be determined. Over time, 30+ end users will be using the CMS, with skill levels ranging from highly skilled programmers to those with only a basic understanding of the Web. Both types of users should find the CMS functionally satisfying.

The Town of Oro Valley's IT Department has a strong sense of what is needed leading to a set of requirements that will yield the best possible solution. Our intention is to choose a CMS product that can be **self hosted** and will meet with wide acceptance within the Town of Oro Valley's departments and demonstrate the ability to grow with us for many years to come.

III. SCOPE OF SERVICES

A. **Technical Specifications**

Technical requirements cover topics such as software installation, load balancing, database, OS, integration with other systems, etc.

1. Operating System

Business Driver: Need to leverage the TOV's experience and operational expertise in the Microsoft Network Operating System environment.

- a. The system *MUST* be certified to run in a Microsoft Windows 2003 Server environment.
- b. Describe other operating system services (and version releases) and utilities required by your solution.
- c. The system *MUST* support SMTP for the electronic mail protocols supported by the system.

2. Database

Business Driver: Need to leverage TOV's experience and expertise in the Microsoft SQL Server 2000 database environment.

If the CMS requires a database:

- a. CMS *MUST* be certified and supported on current stable releases of Microsoft SQL Server 2000. Specify which releases the system supports.
- b. CMS *SHOULD* have plans to certify on Microsoft SQL 2005 in current or near future.
- c. CMS *MUST* support standard database connections that include ODBC and ADO.

3. Web/Application Server

- a. The CMS web/application server *MUST* be certified and supported on Internet Information Services (IIS) 6.0. Specify which releases the system supports.
- b. The CMS web/application server *SHOULD* have plans to certify on Internet Information Services (IIS) 7.0+ in current or near future.

4. Software Installation and Maintenance

Business Driver: TOV maintains all of our own systems. A typical system deployment includes a development (DEV) instance, a testing instance (TEST), and live (LIVE) instance. LIVE is always on separate hardware from other environments. DEV and TEST may be on the same hardware which can be a downgrade to a development box using development versions of OS and DBMS.

- a. TOV IT personnel *MUST* be able to assist with the installation and upgrades on TOV-owned hardware located in the IT Department of TOV's data center.
- b. Describe the installation and update procedures, including:
 - I. Whether root privileges are required
 - II. The process for notifying customers of new releases/updates
 - III. The version/release support strategy, including:
 - (i) Major and minor version release frequencies.
 - (ii) Method of system bug fix patches / services packs are made available.
 - (iii) The strategy for deploying future system releases.
 - (iv) The strategy for determining functionality in future releases.
- c. Specify the recommended and minimum memory, number of CPUs, and disk space for the proposed server hardware.
- d. Describe your system's capability to support local modifications.
 - I. Do you provide APIs?
 - II. Does the system allow for HTML, XHTML, ASP, ASP.NET, VB.NET, VB-Script, Java-Script, XML, XSLT and other customized webpages?
- e. Provide a summary of known outstanding bugs associated with the current software version.
- f. Specify whether and how we access and test a "demo" instance of the CMS during the pre-award period.

5. Testing, Staging and Deployment

Business Driver: Follow industry best practices for management of production services. The system should be supported and installed in multiple instances (i.e., development, testing, and production or live).

- a. Describe how the system supports off-line archive environments.
- b. Describe how the system supports different departmental implementations, and the tools provided to support deployment of content to such (i.e. Image Silo, Granicus, Calendar, List Serve, CSMS, etc.).

6. Mirroring and Backup

Business Driver: Use existing TOV's Symantec™ system backups.

- a. Describe the system backup process, and any special utilities required.
- b. The system *SHOULD* be capable of supporting mirrored sites (e.g. storage and backup of content on servers) for disaster recovery purposes. Describe a

recommended configuration.

7. System Integration

Authentication / Authorization

Business Driver: TOV provides two types of authentication mechanisms for services: Windows Active Directory Authentication System (Active Directory®) is our primary for single sign-on and a system specific for standalone applications that do not support Active Directory.

- a. The CMS SHOULD support Active Directory authentication.
- b. The CMS SHOULD allow Subweb/Subsite level configuration on specific user accounts (ex. 'content editor', 'administrator').
- c. Specify whether, once authenticated, users have single sign-on access to all of the system's component parts (i.e., they SHOULD not have to re-authenticate during that session).
- d. Describe whether the CMS can use LDAP to determine authorization (group membership).
- e. Specify if your solution requires hard-coded usernames and passwords in scripts, macros or functions for logging into internal or external resources, and explain where this is used.

Publishing

- f. The CMS SHOULD be capable of operating with primary storage on a NAS (Network Attached Storage) and/or SAN (Storage Area Network) using TCP/IP and NFS protocols.
- g. If the CMS publishes documents to a remote file system or server, it SHOULD use a standard (non-proprietary) encrypted communication channel (ex. SSL, SFTP, etc.)

8. Capacity

Business Driver: Town of Oro Valley currently has over 1242 web documents within 18 distinct SubWebs under the OroValleyAZ.gov domain. The system MUST be capable of scaling to this level.

- a. Describe how the system would support 20 to 25 SubWebs (~15 departments).
- b. Describe how the system would support 30 to 50 end users of the CMS.
- c. As the system scales, describe how it would support unlimited end users of the CMS.

9. Performance and Reliability / Business Continuity

Business Driver: System performance is an important factor in the acceptance and support of the CMS at the Town of Oro Valley. It must scale as the number of documents and SubWebs are increased. This is particularly important when the CMS serves content directly to the end user. With the increasingly user base at TOV, the expectation for 24/7 availability continues to grow.

The Town of Oro Valley operates, in effect, where our citizens access governmental and local information from any place at any time. Central systems are expected to

be available twenty-four hours a day, seven days a week (24×7). Any routine maintenance on a system is performed during a defined maintenance periods.

Performance

- a. Describe how performance degrades as the number of content objects increases by orders of magnitude.
- b. Describe how performance degrades as the number of concurrent CMS users increases by orders of magnitude.
- c. If the CMS serves content to the website visitor (either directly, or as a service of the front-end server), describe how performance degrades as the number of concurrent website hits increases by orders of magnitude.
- d. Describe the system architecture, software, and hardware requirements for scaling the system to meet increasing loads.

Reliability

- e. Describe how published content can be updated in the event the CMS is down.
- f. Describe possible single points of failure within the system.
- g. Describe the system's historical record for reliability and stability.

10. Monitoring

- a. Describe the system's capabilities of providing alerts for failures (i.e. email, phone, pager, net message, etc.).
- b. Describe how the system logs errors, and what error information is documented.
 - I. Describe any monitoring tools or plug-ins that exists.
 - II. Describe how the system monitors status.

B. Site Design and Template Management**1. Data Input**

- a. The system **MUST** support the customization of data entry forms used by content contributors.
- b. The system **SHOULD** support a WYSIWYG type of editor.
- c. Describe what entry form controls are available.
- d. How is the flow of data processed?
- e. Describe how the entry forms are customized, and how granular the customization options are.
- f. Specify how many customized data fields can be added.
- g. Describe how the data from the entry forms are stored in the system.
- h. Describe available mechanisms for importing a website's entire template infrastructure.
- i. Specify whether the system recognizes FrontPage template tags.
- j. Specify whether the system recognizes web-bots objects.

2. Data Output

- a. The templates **MUST** support the standards based development of web pages and other documents in HTML, XHTML, ASP, ASP.NET, VB.NET, VB-Script, Java-Script, XML, and XSLT.

- b. Specify which templates the system supports.
- c. The system **MUST** support the creation of reusable page components for banners, navigation, RSS feeds, etc.
- d. Please specify how reusable page components are created within the system.
- e. Pages, documents, and other files **MUST** remain attached to the templates and page components after they are generated, so that they can be automatically updated when templates/components are changed.
- f. The system **MUST** support the use of standard server side scripting languages in templates and page components.
 - I. Please specify what mark up or scripting is required to make templates within the system.
 - II. Describe the scripting languages supported by the system.
 - III. Describe any other languages supported by the system.
- g. The output of the system's built-in WYSIWYG editor should be XML/XHTML strict compatible.
- h. Specify how the system natively supports the creation of an unlimited number of templates controlling the output of content in multiple formats, including text only, HTML, XHTML, XML, RSS, PDF, DOC, and web-enabled formats for cell phones and PDAs.
- i. Specify any code generated by the system that developers cannot control.
- j. Describe how the system supports batch publication of content simultaneously so that changes do not have to be published on an item by item basis.
- k. Describe how the system supports defined timed releases and expiration dates on publications.
- l. Specify how the system supports the creation of templates for output in multiple languages.
- m. Specify whether the system includes a built-in RSS reader.

C. Asset Management

1. System Compatibility

- a. The CMS **MUST** use a web browser-based client, with similar formatting, performance, and functionality across the Microsoft Windows Explorer, Firefox, Netscape, and Apple Safari platforms.
- b. The system should not require any non-browser client-side software to edit content as a web editor.
- c. Describe how the CMS provides for similar formatting, performance, and functionality across these browsers:
 - I. Windows: IE 5.x and above (including recently released 7.x), Mozilla Firefox 1.x and above, Netscape 7.x and above.
 - II. Macintosh: Mozilla Firefox 1.x and above, Safari 1.x and above.
 - III. Linux: Mozilla Firefox 1.x and above.
- d. Describe specific functions not supported on specific browsers and systems.

2. Workflow

- a. Specify how the system supports decentralized workflow customization on the basis of SubWebs, workgroups, file system directories, and individual pieces of content.
 - I. Does the CMS have “check-in/check-out” of document / webpage capability?
 - II. Can SubWeb Editors be notified via email or another mechanism that drafts are awaiting review?
 - III. Can SubWeb Editors determine the state of drafts and who should be reviewing them?
 - IV. Can SubWeb Editors be notified if drafts have not been published after a specific period of time (day, week, other)?
 - V. Can pages be previewed before they are published?
- b. Specify whether authors are able to:
 - I. Edit a page directly by clicking on a link on the published website.
 - II. Visually compare two different versions of a page in web browser view.
 - III. Save content and continue editing without having to exit and reenter the text editor, regardless of the view.
 - IV. Create/edit a page, and then save their work for later access to continue editing, without the need to publish the file or send it for review.
 - V. Upload a document to production at the same time a page is saved (if the CMS end user is authorized to do so).

3. WYSIWYG Editing

- a. The system **MUST** allow users to edit content in both WYSIWYG and HTML modes.
- b. Specify whether the system supports the customization or restriction of text formatting options for the WYSIWYG editor.
- c. Describe how the CMS handles copying and pasting code and formatted text from other applications (such as Microsoft Office applications), and whether the system employs methods that preserve formatting and special characters.
- d. Specify whether the WYSIWYG editor can be configured or customized to require entry of ALT attributes for images.
- e. Specify whether the system makes commonly used functions accessible via shortcut buttons and menu options, and describe those functions.
- f. Describe any wizards available within the WYSIWYG editor.

4. Content Creation and Editing

- a. The system **MUST** associate each page of the website with a contact/owner that is identified by name.
- b. When a page is altered in any instance, the system **MUST** capture the date and time of last edit, and who made the edit. Specify whether and how this data can be automatically stamped on the page.
- c. Specify whether the CMS provides an interface for the creation of online web forms. Describe the interface’s ability to specify form validation as well as data capture of submitted form values both into email as well as a database.
- d. Describe how the CMS handles changing ownership of a page when someone leaves the department, or changes positions within the organization, or passes ownership to another person.

- e. Specify whether the CMS accommodates special characters, including ñ, é, and other diacritics.
- f. Specify whether the CMS can require the author to manually certify that content has been reviewed against publication standards (accessibility, security, etc.) as set by TOV on content quality and usefulness.
- g. Describe how the CMS allows authors to create temporary redirects for the purpose of generating “marketing friendly URLs,” i.e., **<http://www.orovalleyaz.gov/BusinessNavigator/>** could be created as a redirect to another sub-domain **http://maps.orovalleyaz.gov/navigator/dsp_search.cfm**.

5. Content Quality Checks

- a. The CMS SHOULD include a utility for checking link integrity and generating “dead link reports” on a scheduled basis, or as an alternative, specify third-party link-checking utilities that may be integrated.
 - I. Reports on link-checks be automatically emailed to the appropriate SubWeb Editors(s)?
- b. The CMS SHOULD have content quality checks in place for:
 - I. Spelling
 - (i) Does the spell checker have a customizable dictionary?
 - (ii) Does the WYSIWYG editor include an in-line spell checker?
 - (iii) Does the WYSIWYG editor allow utilization of Microsoft Office’s dictionary?
 - II. Grammar
 - (i) Does the WYSIWYG editor utilize the Microsoft Office’s grammar checker?
- c. Section 508 compliance
 - I. Describe if the CMS can meet the Criterion 508 governmental standards.
 - II. Specify whether the CMS automatically checks pages for W3C/508 standards compliance, and/or has an automatic HTML clean-up utility.

6. Content Inventory and Tracking

- a. Describe the types of reports the SubWeb Editors are able to schedule, generate and receive such as:
 - I. Site map for a web area.
 - II. Page name/location of documents on site.
 - III. Page owner (and highlight those with no owner).
 - IV. History of ownership and versions.
 - V. Page timestamp (and highlight those pages not touched with a certain time, such as month, 3 months, 6 months, year, etc.).
 - VI. Broken links report.
 - VII. Orphaned pages report.
- b. Specify whether users are able to track pages at a high level that are published/managed outside the CMS environment, particularly non-HTML documents such as PDF, Word or PPT files which may be linked from the website and need the same oversight as HTML pages.

D. Content Concerns

1. Importing Content

- a. Describe the tools you make available for importing existing content.
- b. Describe how existing websites can be migrated to the CMS.

2. Metadata

- a. The CMS MUST capture content metadata. Specify the standard metadata that is captured, and how it is managed.
- b. Describe the system's ability to display an entire website's sitemap or partial sitemap (i.e., from a particular SubWeb of the site and a user-defined number of layers below).
- c. Describe the system's support for creating custom metadata fields in addition to the system's default metadata fields.
- d. Specify whether the CMS has an internal search function that allows SubWeb Editors to search webpages content, code, or metadata.

3. Content Repository

- a. The CMS MUST facilitate the creation and management of content in a central content repository, to be shared across multiple SubWebs.
- b. Describe the system's central content repository infrastructure. Please provide details pertaining to:
 - I. User access and restrictions.
 - II. How objects are organized and distinguished from one another.
 - III. Whether the repository can be used as the central and definitive content source (e.g. a central image repository, metadata element value repository and other digital objects that can be reused).
 - IV. Whether the repository can manage content objects which are stored in external repositories or systems.
- c. Describe how the content repository supports distribution of varied content types. For example, several sites may share the same "address and hours" data. A central file repository will contain shared assets such as (but not limited to):
 - I. Images
 - II. Town Seal
 - III. General and/or section-specific news content and calendars
 - IV. Meetings and special town events
 - V. Copyright/privacy policy statements.
- d. Each shared asset should be associated with a department that is responsible for that particular content item. For example, Town News letters should be associated with the communications page which is part of the Town Managers' Department, etc.
- e. Describe how the CMS allows SubWeb Editors to include shared assets on their web pages, and whether they can monitor changes to those assets.

Supported File Formats

- f. ***The content repository should be able to store and support multiple file formats such as MS Office formats, ASP, ASPX, XML, HTML, Adobe formats, various image and multimedia formats, etc.***

- g. Specify additional supported formats.
- h. Specify other multi-media handling capabilities (video, audio, etc).
- i. Specify your approach to electronic content format upgrades. How will evolving content formats be managed, and what method is used for preserving access to original formats?
- j. Specify the level of backwards compatibility support on previous application versions, for all content types listed.

4. Multiple Formats

- a. Describe how your system supports other devices such as RSS readers, cell phones, tablets, PDAs with it's formats
- b. Describe how the system supports the publication of content into multiple formats including:
 - I. HTM, HTML
 - II. XHTML
 - III. ASP, ASP.NET
- c. Describe how the CMS supports output of content as XML, to allow for publication in other media (such as subscriptions to data).

5. Understandable Page URLs

- a. The CMS MUST generate or provide the user the ability to understandable file names for published content. Describe how the system accomplishes this.
- b. Specify whether the CMS provides permanent links to documents that remain available, but move within a site.

E. Security and Audit

1. Security

Security Requirements

- a. Cryptographic controls employed by the system MUST use published, internationally recognized algorithms.
- b. Passwords in the system MUST NOT be stored, transmitted or viewed in clear text.
- c. Describe how the system provides role-based security across all templates, content, processes and repositories for: individual users, groups of users, individual directories / domains, subdirectories, sites.
- d. Specify whether the system encrypts content that is transported over non-trusted networks using strong encryption.
- e. Describe your best practices for securing the system.
- f. Describe how you will notify the Town of Oro Valley of security issues or vulnerabilities, and provide a timeline for resolution.
- g. Specify whether the system allows the revocation of all privileges from a specified group or selected user(s), thereby preventing access to the system.
- h. Describe how the system handles expired content objects.
- i. Describe the support you provide when a security problem arises with your product.

Security Questions

- j. Describe how CMS authenticates and authorizes users?
- k. May we review a copy of the End User License Agreement?
- l. May we obtain an evaluation copy of the CMS to conduct a security assessment?

2. Audit

- a. Describe the actions logged by the system, either automatically or user-initiated for auditing purposes. Specify the actions that are logged.
- b. User audit log SHOULD be separate from server or web log.
- c. The system SHOULD have the ability to view audit history of ownership, content changes and permission changes for a selected object.
- d. Describe how the system supports reporting for audit exceptions including integrity failures, with user-defined sorting and filtering.
- e. Specify whether the system allows users or groups of users to be notified when specific objects are modified.
- f. Describe how the system archives audit records.
- g. Describe how audit data is presented, generated and maintained.
- h. Specify limitations to auditable actions.
- i. Describe if audit logs are easily read without the need for an intermediate translation program?

3. Logon Procedure

- a. Specify whether the system is capable of limiting the number of logon attempts, with a lock-out period for repeated failed logon attempts.
 - I. Describe what gets displayed after a failed logon attempt.
 - II. Can this function be customized?

F. Training and Support

1. Training

- a. Describe the types of online self-help, training materials, tutorials, and any other help modules provided by the system.
 - I. Is online contextual help available at the time of content entry?
 - II. Is online help searchable?
- b. Provide a list of the printed documentation provided for installation, operation, use, and administration of the CMS.
- c. Specify whether you will provide an in-person, train-the-trainer program covering all user levels, and describe the program.
 - I. What training will be included onsite
 - II. What training will be included online
 - III. What training will be included self paced
- d. Specify and describe any help files provided by the system, and whether they can be customized for Town of Oro Valley's instance(s) of the system.

2. Support

- a. Describe if and how you provide 24 x 7 support and the time frames of guaranteed initial response time.
- b. Specify whether you will provide on-site support of initial installation.
- c. Describe other services for maintaining the CMS in a supported state.

- I. Describe methods of communicating with your customers.
- II. Describe any online user communities that exist.
- III. Describe any client gatherings/conventions that are held.

G. Accessibility

The procurement, development, and/or maintenance of information technology and user support services for persons with disabilities will be aligned with accessibility standards specified in Section 508 of the Rehabilitation Act and “Web Content Accessibility Guidelines” from the World Wide Web Consortium (W3C), appropriately tailored to the specific circumstances. See references at <http://www.access-board.gov/508.htm>.

1. CMS Administrative Tools / Dashboard

- a. For every visual or non-text element there MUST be a text equivalent.
- b. System input interactions MUST have the ability to be completed with both keyboard and mouse.
- c. Font sizes MUST be adjustable. Describe how this may be accomplished.
- d. The CMS SHOULD avoid using frames or provide meaningful names and titles for all frames.
- e. Form fields SHOULD be in a logical tab order, and appropriately labeled for screen reading.
- f. All data tables SHOULD explicitly identify headings for all columns and rows.
- g. Does the CMS incorporated the WCAG 2.0 standards (updated 7/2007)

2. Output (production website)

- a. Describe how the CMS supports the creation of pages that are W3C/508 compliant in the following ways:
 - I. For visual or non-text objects to have a text equivalent.
 - II. Images can include ALT text.
 - III. Font sizes are adjustable.
 - IV. Significant interactions have the ability to be accomplished with both keyboard and mouse.
 - V. Information is not conveyed with color only.
 - VI. Form fields are in a logical tab order, and appropriately labeled for screen reading.
 - VII. All data tables explicitly identify headings for all columns and rows.
 - VIII. Pages avoid use of frames or provide meaningful names and titles for all frames.

H. Extensibility

1. Integration

The Town of Oro Valley has many services provided from diverse and different systems on and off site. (Calendar, Granicus, Image Silo, Business Navigator, etc.).

- a. The system SHOULD provide an Application Programming Interface (API) for developers to create separate web-based applications that interface directly with the CMS.

- b. Describe any modules (either as part of a base package or optional add-ons) that provide the ability to offer/access additional services (external RSS feeds, outside applications, etc.).
- c. Describe how custom modules can be constructed to allow programmers to create their own modules to expand or extend the system capabilities.
- d. Describe how the system provides for the inclusion of code blocks or snippets that will allow developers to connect to other systems, external databases, etc. to import content into a dynamic page. Such code blocks (with proper tagging/identification/delimiters) might include scripts in ASP, ASPX, VB, JavaScript, and others.

I. Reporting and Statistics

The ability to determine how the system is being used, and how the content is being managed, is critical for administrators of the system.

1. Describe any analysis tools the CMS provides to view system data.

- a. Describe the types of reports provided by the system, such as (but not limited to) a list of pages/files by department, owner, responsible user, content type, and creation/activation/review/expiration date, and a list of “orphan” or unlinked pages.
- b. Can the administrator generate custom reports based on selected criteria over a specific period of time?

J. Versioning

- 1. The CMS **MUST** support versioning and saving of previous iterations of a page. Describe methods of versioning and saving, including storage/resource requirements for such.
- 2. The CMS **MUST** have “sunrise/sunset” capability, allowing content contributors to schedule content for publication, expiration, or archiving by date/time.
- 3. The CMS **SHOULD** be able to set a “reminder” by date/time for each page to alert a SubWeb Editor that content needs to be updated.
- 4. Specify and describe how the system supports unlimited rollback, with the ability to revert to any previous iteration of a page.
- 5. Specify whether the CMS provides a function to allow a visual comparison of versions.

K. User Management

The CMS needs to be flexible enough to manage users, groups, sub-groups, roles, and associated access rights in a distributed manner.

- 1. Describe the system's ability to provide granular, flexible, customizable, and distributed rights authorization.**
 - I. How are roles and responsibilities assigned?
 - II. Does the system allow for customization of roles and responsibilities?
 - III. Does the system support the creation of groups with specific permissions?
 - IV. Does the system allow single users to be members of multiple groups?
 - V. Does the system support the creation of sub-groups?
- 2. Provide examples that demonstrate the flexibility of your user management tools.**

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

Addendum: A document issued by the Town that has the effect of modifying, clarifying, adding to or deleting specifications, scope, and terms or conditions of the solicitation.

Amendment: A document issued by the Town that modifies the specifications, scope or terms and conditions of a contract.

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

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

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

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

May: Indicates something that is not mandatory but permissible.

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

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

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

Town: The Town of Oro Valley, Arizona

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the Town's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the Town at this conference. The Town will then determine the appropriate action necessary, if any, and may issue a written addendum to the Request for Proposal. Oral statements or instructions will not constitute an addendum to this Request for Proposal.

3. **INQUIRIES:** Any question related to the solicitation shall be directed to the contact person whose name appears on the cover page. The contact person may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the solicitation due

date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written addendum to the solicitation will be binding.

4. **SOLICITATION ADDENDUM:** The Offeror shall acknowledge receipt of a solicitation addendum by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK/SERVICES:** Before submitting a response, each offeror shall familiarize itself with the Scope of Work/Services, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a response will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF RESPONSE:**
 - A. All proposals shall be on the forms provided in this solicitation package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
 - B. The Offer page, Price Page if applicable and any solicitation addenda must be signed and returned with the response.
 - C. The Offer page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer page, Proposal Addenda, or cover letter accompanying the proposal documents shall constitute an offer to sell the good and/or service specified herein.
 - D. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - E. Periods of time, stated as a number of days, shall be in consecutive calendar days unless otherwise specified.
 - F. It is the responsibility of all offerors to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a response confers no right of withdrawal after due date and time.
 - H. The Town shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
7. **TAXES:** All applicable taxes shall be included in the submittal price.
8. **SUBMITTAL FORMAT:** **Original and 4 copies (5 total) of each response** should be submitted on the forms and in the format specified in the solicitation. The material should be in sequence and related to the solicitation. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer Page, all signed addenda and the Offeror's response to the Evaluation Criteria including the completed Price Page**

(if applicable). Failure to include the requested information may have a negative impact on the evaluation of the submittal.

9. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any solicitation is an offer to contract with the Town based upon the contract provisions contained in the Town's Standard Contract (attached), the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the contract cannot be modified without the express written approval of the Procurement Agent. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Agent, the contract provisions contained in the Town's solicitation document and standard contract shall prevail. **NO EXCPECTIONS OR REVISIONS TO THE INDEMNIFICATION PROVISION OF THE STANDARD CONTRACT SHALL BE CONSIDERED.**

10. PUBLIC RECORD: All proposals submitted in response to this solicitation shall become the property of the Town and shall become a matter of public record available for review subsequent to the award notification.

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

13. CERTIFICATION: By signature on the Offer page, solicitation addenda, or cover letter accompanying the submittal documents, Offeror certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. RESPONSES TO THIS SOLICITATION: In order to be considered, the Offeror must complete and submit its response to the Town at the location indicated, prior to or at the exact date and time indicated on the Notice page. The Offeror's response shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE

DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. LATE PROPOSALS: Late proposals will be rejected and returned unopened.

16. OFFER AND ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the Town requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

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

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

19. CONTRACT NEGOTIATIONS: Negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.

20. UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the Town, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

22. AWARD OF CONTRACT: Notwithstanding any other provision of the solicitation, the Town reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all proposals, or portions thereof; or
- (3) Reissue the solicitation.

EVALUATION REQUIREMENTS

I. EVALUATION CRITERIA – (listed in relative order of importance)

- A. Technical Specifications
- B. Design & Templates
- C. Asset Management
- D. Content Concerns
- E. Security and Audit
- F. Training and Support
- G. Accessibility
- H. Extensibility
- I. Reports and Statistics
- J. Versioning
- K. User Management
- L. Offeror Qualifications and Experience
- M. Price Proposal

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

- A. Technical Specifications
- B. Design & Templates
- C. Asset Management
- D. Content Concerns
- E. Accessibility
- F. Security and Audit
- G. Training and Support
- H. Extensibility
- I. Reports and Statistics
- J. Versioning
- K. User Management

Information on items A-K shall be provided on the evaluation form attached (**note multiple tabs**). Consultants shall provide a yes no response as the conformance to the specification as well as additional supporting information as required. Additional narrative information will be accepted but should be clearly identified as to the section and number of the specification it supports.

L. Offeror Qualifications and Experience

1. Provide a brief history of the Offeror's firm, including how long the Offeror have been in business performing services as requested in the Scope of Services.
2. Provide a list of specific qualifications the Offeror, staff or subcontractor has in supplying the services listed in this proposal, including any

applicable professional designations, certifications or licenses, etc. Offeror shall list the key personnel that will perform the functions of each proposed service or task. Resumes of key personnel and subcontractors (if applicable) shall be submitted as part of the proposal.

3. Provide a list of at least three (3) previous and current contracts, which are considered identical or similar to the Scope of Work herein. For each client listed, please include the name and phone number of a reference who is able to comment on the related experience.
4. Provide a list of subcontractors (if applicable), and their respective qualifications, to be used in performing the services requested. The Town reserves the right to approve or deny proposed subcontractors.

M. Price Proposal

Provide price proposal as requested on the Price Page attached herein.

III. GENERAL

A. Shortlist:

The Town reserves the right to shortlist the offerors on all of the stated criteria. However, the Town may determine that short listing is not necessary.

B. On-Site Demonstrations:

The Town intends to hold on-site system demonstrations/interviews with two or more offerors following the initial evaluation process. In the event demonstrations are conducted, information provided during this process shall be taken into consideration when evaluating the short listed offerors. The Town shall not reimburse the offeror for the costs associated with the interview process.

Following the demonstrations, the Town may enter into concurrent or exclusive negotiations with the offeror(s) whose proposal is deemed most advantageous to the Town.

C. Additional Investigations:

The Town reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the Town and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

SPECIAL TERMS AND CONDITIONS

1. INSURANCE

The Consultant agrees to obtain insurance coverage of the types and amounts required consistent with the coverage limits shown below.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workmen's Compensation Employer's Liability	Statute \$100,000
Comprehensive General Liability Insurance (Including blanket contractual and premises/operations)	\$1,000,000 - Bodily Injury Combined Single Limit \$100,000 Property Damage

The Consultant shall provide satisfactory certificates on the required insurance coverage before beginning work. All policies shall contain an endorsement providing that written notice be given to the Town at least thirty (30) calendar days prior to termination, cancellation or reduction in coverage policy. Insurance policies shall remain in force until all work has been completed and the completed project has successfully fulfilled its warranty period. If a policy does expire during the life of the Contract, a renewal certificate of the required coverage must be sent to the Town of Oro Valley not less than five (5) workdays prior to expiration date. Each certificate shall include project description, project number and the signed acknowledgement of the insurance company.

The Town of Oro Valley shall be included as an additional insured on all policies except Worker's Compensation. Policies for General, Automobile, and Excess Liability are primary over any insurance available to the Town and as to any claims resulting from the Contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

In regard to General, Automobile, and Excess Liability, the Consultant agrees to indemnify, defend and save harmless the Town of Oro Valley, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs, or actions of any kind and nature resulting from personal injury to any person, including employees of the Consultant or any subcontractor employed by the Consultant (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of the negligent performance of the Consultant for the work to be performed hereunder, except any injury or damages arising out of the sole negligence of the Town, its officers, agents or employees. IT IS THE INTENTION OF THE PARTIES to this Contract that the Town of Oro Valley, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be

indemnified against their own negligence unless and except that negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth in the Contract will in no way be construed as limiting the scope of indemnity in this paragraph.

2. EXCLUSIVE POSSESSION

Ownership of all data, material and documentation originated and prepared for The Town of Oro Valley Information Technology Department pursuant to the RFP shall belong exclusively to The Town of Oro Valley. Any proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Confidential information will be handled in accordance with the Instructions To Offerors.

3. KEY PERSONNEL

It is essential that the Consultant provides adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the Town.

4. SOFTWARE LICENSING

Terms of the consultant's software license agreement will be negotiated prior to award and will be a consideration in the overall quality of the proposal. Offer should include a copy of their standard license agreement with the proposal.

STANDARD CONTRACT TERMS AND CONDITIONS

SECTION I – DESCRIPTION OF PROJECT / SCOPE OF WORK

See Exhibit “A”, description / scope of work from _____ dated _____, 20____.

SECTION II – PAYMENT SCHEDULE

The negotiated fee process was utilized for this contract. For services described in Section I of this Contract, the Town shall pay the fee as negotiated in the amount of _____

_____ (\$_____). Payment shall be made monthly on the basis of progress reports. Consultant must provide a clear, detailed invoice reflecting items being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within the project with backup support documentation. Work schedule updates will be included in the monthly progress payment reports.

SECTION III – PERIOD OF SERVICE

Following receipt of a Notice to Proceed with the work, the Consultant shall complete all services described in Section I within _____ calendar days after Notice to Proceed is issued by the Town. In the event delays are experienced beyond the control of the Consultant, the completion date may be extended by mutual written agreement between the Town and the Consultant.

SECTION IV – APPROVALS

All work shall be subject to approval by _____ or his/her designee.

Consultant agrees to exercise the skill and care which would be exercised by professionals performing similar services at the time and in the locality. If failure to meet these standards results in faulty work, Consultant shall undertake at its own expense the corrective adjustments or modifications.

SECTION V – INDEMNIFICATION

The Consultant agrees to indemnify, defend, and save harmless the Town, its Mayor and Council, the _____ and/or his/her designee, appointed boards and commissions, officials, officers, employees and the Town's insurance carriers, individually and collectively from all losses, claims, suits, demands, expenses, subrogation, attorney's fees, or actions of any kind and nature arising out of the Consultant's negligence or any subcontractor employed by the Consultant (including bodily injury and death) or damages to any property or any other losses, claims, suits, demands, and/or expenses, arising or alleged to have arisen out of the work to be performed, except any injury or damages arising out of the sole negligence of the Town, its officers, agents or employees.

The amount and type of insurance coverage requirements set forth in Section VII will in no way be construed as limiting the scope of indemnity in this paragraph.

SECTION VI – REPORTING

Written monthly reports, together with updated work schedules, will be made by the Consultant in the format prescribed by the Town. These reports will be delivered to the Town no later than the fifth day of each month. When requested by the Town, the Consultant will attend Council meetings and provide finished documents including correspondence, supporting charts, graphs, drawings and colored slides for Council action.

SECTION VII – INSURANCE

See Attachment A

SECTION VIII – AMENDMENTS

Whenever a change in the scope of work is determined to be necessary, the work will be performed in accordance with the Contract provided. Before a change in the scope of work is implemented, a Change Order(s) shall be executed by the Town and the Consultant. Additions to, modifications of or deletions from the project may be made and the compensation to be paid to the Consultant may be adjusted accordingly by mutual written agreement of the contracting parties. It is agreed that no claim for extra work by the Consultant will be allowed by the Town except as provided, nor shall the Consultant do any work not covered by this Contract unless the work is authorized through a Change Order and signed by both Parties PRIOR to starting any additional work. All additional work, when authorized by executed Change Order(s), shall be compensated for by a fee as mutually agreed upon by the Town and the Consultant. The aggregate total of any Change Order(s) shall not exceed 20% of the original Contract unless specifically authorized by the Town Council in writing.

TIME IS OF THE ESSENCE for this Contract. When the Consultant submits a request for additional time for which work must be completed in a contract, a Contract Change Order must be initiated outlining the reason for applying for the extension and provide the drop dead date the work will be completed. The language "TIME IS OF THE ESSENCE" must be written into the Change Order. If the Change Work Order is agreed to and signed by the Town and the Consultant, it binds the Consultant to complete the work by the extended date designated in the Contract Change Order unless the delay in completion of the work by the Consultant results from an unforeseeable cause beyond the control and without the fault or negligence of the Consultant.

SECTION IX – TERMINATION

The Town and the Consultant agree to the full performance of the covenants in this Contract, except that the Town reserves the right, at its discretion, to terminate or abandon the service provided for in this Contract or terminate or abandon any portion of the project for which services have been performed by the Consultant as follows:

- A. In the event that the Town terminates or abandons the services or any part of the services provided, the Town shall notify the Consultant in writing and, immediately after receiving such notice, the Consultant shall discontinue advancing the work under this Contract and shall proceed to close operations.
- B. Upon termination or abandonment, the Consultant shall deliver to the Town all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by the Town.
- C. The Consultant shall appraise the work he has completed and submit his appraisal to the Town for evaluation.
- D. The Consultant shall receive as compensation for services performed through the date of such termination or abandonment, a fee for the percentage of work actually completed. This fee shall be a percentage of the Consultant fee described in this Contract under Section II and shall be in the amount mutually agreed to between the Consultant and the Town. The Town shall make this final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items.

SECTION X – LIQUIDATED DAMAGES

If the work to be performed by the Consultant under Section I of this Contract is not timely completed, the Consultant shall pay to the Town \$_____ as liquidated damages for each day the work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the Town would sustain. The scheduled completion date for terminating liability for liquidated damages shall be _____ consecutive days from the effective date of Town's Notice to Proceed to Consultant subject to Section XI – Force Majeure.

For the purpose of determining applicability of liquidated damages (Section X), completion time shall be extended only if delay in completion of the work by the Consultant results from an unforeseeable cause beyond the control and without the fault or negligence of the Consultant.

SECTION XI – FORCE MAJEURE

Notwithstanding any other term, condition, or provision hereof to the contrary, in the event any Party hereto is precluded from satisfying or fulfilling any duty or obligation imposed upon such Party by the terms hereof due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of God, or other events beyond the control of such party, the time period provided herein for the performance by such Party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events and must be agreed to IN WRITING by both Parties.

SECTION XII – ARBITRATION OF DISPUTES

Any dispute arising under this contract that is not settled by the Town and the Consultant may, upon mutual agreement of the parties, be decided by an Arbitration Board composed

of a representative of the Town, a representative of the Consultant and a representative mutually acceptable to the Town and the Consultant. The Town, however, reserves its rights as set forth in Arizona Revised Statutes, Title 12. The Consultant shall continue to render all services requested in this Contract without interruption, notwithstanding the provisions of this Section. Nothing herein shall be deemed to require arbitration except at the Town's discretion. The laws of the State of Arizona shall apply to this Contract, and the Consultant agrees to the subject itself to the jurisdiction of the Courts of the State of Arizona for any conflict that arises from the terms of this Contract.

SECTION XIII – INDEPENDENT CONSULTANT

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The Consultant is advised that taxes or social security payments shall not be withheld from a Town payment issued hereunder and that Consultant should make arrangements to directly pay such expenses, if any.

The Town will not provide any insurance coverage to the Consultant including Workmen's Compensation coverage.

SECTION XIV – OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, tracings, drawings, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Contract are to remain the property of the Town. The Consultant shall furnish the Town, upon request, originals or copies of technical specifications and copies of all documents listed above.

SECTION XV – NO KICK-BACK CERTIFICATION

The Consultant warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the Town Council or any employee of the Town has an interest, financial or otherwise, in the Consultant firm.

For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

SECTION XVI – CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. § 38-511 which provides in pertinent part that the state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the

Contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a Consultant to any other party to the Contract with respect to the subject matter of the Contract.

SECTION XVII – ASSIGNMENT

This Contract shall not be assignable except at the written consent of the Parties, and it shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

The Consultant may assign money due to him under terms of this Contract to a banking or lending institute. The Town shall assist the Consultant in performing the assignment by testifying to the progress of the work as may be required.

SECTION XVIII – ENFORCEMENT, LAWS AND ORDINANCES

This Contract shall be enforced under the laws of the State of Arizona.

Each party must comply with all applicable federal, state, county and Town laws, ordinances and regulations.

Consultant shall ensure Consultant's obligation regarding payment of all taxes, license, permits and other expenses of any nature associated with the provision of services herein.

Consultant shall maintain in current status all Federal, State and Local certifications required for the business operated by the Consultant.

SECTION XIX – ENTIRE CONTRACT

This is the entire Contract between the Parties. If any portion(s) of this Contract is (are) later found to be invalid or unenforceable, such portion(s) shall be null and void and without any effect on the rest of the Contract which shall continue in full force and effect.

PRICE PAGE

Offeror shall provide a charge or fee for provision of all services described herein and in accordance with the following fee schedule.

This fee proposal shall include all work necessary to effectively conduct and complete the Scope of Services. The fees stated below must include all necessary costs including, but not limited to, labor, materials, overhead, administrative charges, taxes, profit, insurance, training and travel.

1) Software, equipment, licensing, installation, manuals, et al.

\$ _____
(Words)

(\$ _____)
(Figures)

2) Training, travel, on-site support, et al.

\$ _____
(Words)

(\$ _____)
(Figures)

GRAND TOTAL

\$ _____
(Words)

(\$ _____)
(Figures)

OFFER**TO THE TOWN OF ORO VALLEY:**

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

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

Town State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title