



CITY OF TUCSON
REQUEST FOR PROPOSAL

260135

CAMPAIGN FINANCE REPORTING & ADMINISTRATION PLATFORM

Due Date: Friday, November 14, 2025

City of Tucson
255 W Alameda St
Tucson, AZ 85701

Procurement portal

<https://secure.procurenow.com/portal/tucson-az>

Public Portal <https://secure.procurenow.com/portal/tucson-az/projects/202680>

PUBLISH DATE: October 15, 2025

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 260135
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RESPONSIBLE CONTRACT OFFICER: Salvador Servin III
PH: (520) 837-4141

Attachments:

A - Offer and Acceptance

C - Axia Cooperative Purchasing Program

A. NOTICE

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 260135

TITLE: Campaign Finance Reporting & Administration Platform

SUBMITTAL DUE DATE: Friday, November 14, 2025 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL MEETING DATE: Monday, October 27, 2025

TIME: 10:00 am LOCAL AZ TIME

LOCATION: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDU5MTJkZDMtMTVjNC00N2FILTk1NmItMWRhYmM1MWE4ZDg0%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%220c9e990b-c4dd-43df-a6c3-e99db0789320%22%7d
Meeting ID: 211 887 138 167 0 Passcode: Wn2Ps6WE Dial in by phone +1 213-293-2303,,749185183#
United States, Los Angeles Find a local number Phone conference ID: 749 185 183#

QUESTIONS SHALL BE DIRECTED TO: Salvador Servin III
(520) 837-4141
salvador.serviniii@tucsonaz.gov

Posted Date: Wednesday, October 15, 2025

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Responses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

B. INTRODUCTION

B.1. Summary

The City of Tucson is seeking an online software as a service (SaaS) or hosted solution from a qualified Offeror, or Offerors, to provide electronic compiling and filing services for local political committees' and candidates' Campaign Finance Reports. A reporting system for disclosing these financial transactions aims to allow for auditing campaigns' compliance with local requirements, and to ensure transparency in local campaigns' financial activity. Audits include verification of data entry with uploaded supporting source documents.

B.2. Background

The City of Tucson is committed to promoting transparency, accountability, and public confidence in local government. Campaign Finance requirements in Tucson are governed by both Arizona state law and the Tucson City Charter and Code. These laws require candidates and political committees to file periodic financial reports, disclosing all financial transactions.

Campaign Finance Reports for candidates and political committees must disclose contributions and expenditures in accordance with Arizona law and Tucson City Code. This includes additional requirements for participants in the City's optional Public Matching Funds (PMF) program, who must meet specific qualification, reporting, and compliance obligations distinct from traditional (non-participating) candidates. These reports are filed with the City Clerk's Office and include pre-election and post-election statements, as well as quarterly filings. The purpose of these disclosures is to provide transparency into campaign financing. Currently, the City of Tucson provides public access to campaign finance filings through its website at no cost to candidates, committees, or the public.

At present, the City of Tucson manages these filings through manual processes, which can be burdensome for filers, staff, and members of the public seeking access to information. By implementing an electronic reporting and filing system, the City seeks to modernize its approach, facilitate streamlined compliance audits, reduce administrative overhead, and expand transparency. The City is open to solutions that not only meet statutory requirements but also offer enhanced functionality, such as automated notifications, advanced reporting tools, and user-friendly search capabilities. The system must also fully support the administration of the City's Public Matching Funds program, including qualifying contribution tracking, specialized reporting for PMF candidates, and compliance verification through audits of filed reports and corresponding supporting documents.

NATIONAL

CONTRACT

REQUIREMENTS

Axia Coop LLC ("Axia Cooperative" or "Axia") is a national public sector cooperative purchasing organization. Axia works with respected leaders from the public procurement community to offer a growing portfolio of master agreements that leverage national volume to deliver savings, efficiency, and innovation for non-federal public sector agencies. Each agreement is publicly solicited by a lead agency utilizing the strictest of procurement standards. The resulting awards address the dynamic needs of today's evolving market while providing both value and cutting-edge solutions. For more information about the contracting process, please visit axiacoop.org/contracting-process.

The City of Tucson has entered into an agreement with Axia Cooperative to facilitate the Request For Proposals (RFP) and act as the primary contracting authority for the term of the resulting contract(s).

Resulting contract(s) is/are made available to other public agencies nationally for “piggybacking” through the Axia Cooperative purchasing program and authorized by various joint powers authority statutes, rules and regulations within each state and local jurisdiction.

While Axia Cooperative makes no guarantees as to exact quantities and/or purchase volume made by Participating Agencies, the estimated annual volume for purchases made nationwide through this contract category is \$25,000,000. Please see **Attachment C** for more information regarding the Axia Cooperative purchasing program.

B.3. Contact Information

Salvador Servin III

Contract Officer

Email: salvador.serviniii@tucsonaz.gov

Phone: [\(520\) 837-4141](tel:(520)837-4141)

Department:

City Clerks Office

B.4. Timeline

Issue Date	October 15, 2025
Pre-Submittal Meeting (Non-Mandatory)	October 27, 2025, 10:00am https://teams.microsoft.com/join/19%3ameeting_NDU5MTJkZDMtMTVjNC00N2FILTk1NmItMWRhYmM1MWE4ZDg0%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%220c9e990b-c4dd-43df-a6c3-e99db0789320%22%7d Meeting ID: 211 887 138 167 0 Passcode: Wn2Ps6WE Dial in by phone +1 213-293-2303,,749185183# United States, Los Angeles Find a local number Phone conference ID: 749 185 183#
Question Submission Deadline	November 5, 2025, 2:00pm
Submittal Due Date	November 14, 2025, 2:00pm

C. SCOPE OF WORK

C.1. Campaign Finance Reporting

A. General Requirements

1. The Offeror must stay current with all applicable Arizona statutes, the Tucson City Code, and other legal requirements related to campaign finance, the City's Public Matching Funds (PMF) program, and any forms or updates disseminated by the Arizona Secretary of State, City Clerk's Office, or other governing authorities.
2. The Offeror must comply with all laws and regulations applicable to the collection, processing, secure storage, transmission, and dissemination of personal information.
3. The proposed solution must be secure and fully operational no later than June 2026.
4. The system must be flexible and adaptable to new or updated processes as required by law or the City of Tucson.
5. The Offeror must supply email support for City staff with an expected turnaround time of one business day or less.
6. Offeror-hosted servers must be readily accessible by the Offeror. Server access shall be restricted to qualified Offeror employees and individuals specifically designated by the City of Tucson.
7. The Offeror must operate and maintain servers in good working order, ensuring reliability and security of the hosted platform.
8. The Offeror must provide regular backups of all City data. Backups shall occur at least nightly and be stored at a minimum of two remote locations within the United States. No backups may be stored outside of the United States.
9. The Offeror must provide staff support to City staff and end-users during the City of Tucson normal business hours 8:00am to 5:00pm, AZ time, by phone, email, or virtual/in-person meeting. This support shall be provided at no additional cost to the City.
10. The Offeror must provide in-person, virtual, and telephone training for City staff and end-users at no additional cost.
11. The Offeror must ensure future system upgrades are administered and implemented by vendor staff at no additional cost to the City.

B. Functional Requirements

1. The electronic campaign finance reporting solution must support migration of data from the City's current system and must accommodate current and past election filings. The system must provide, at a minimum, the following functionality:
 - a. Secure user login capability, allowing the City to assign user IDs and passwords to filers, and maintain user accounts, with options for Single Sign-On (SSO) credentialing for City personnel.

- b. The system must support enforcement of SSO for administrative users using industry-standard SAML or OIDC protocols at no additional cost.
- c. Secure electronic signature capabilities for filers.
- d. Validation of submitted filings with automated notification to the filer regarding acceptance or rejection of the filing, including reasons for rejection when applicable.
- e. Online data entry and file upload capability for filers.
- f. Ability to accept and display high-quality scanned images of forms submitted in hard copy format.
- g. Options for form printing, both as hard copies and as PDFs.
- h. Ability to export data to Excel.
- i. Capability to produce two PDF versions of filed forms: one redacted for public access and one non-redacted for City staff use.
- j. Automatic redaction of fields required by law prior to public viewing.
- k. Public access to form viewing and printing.
- l. Public notification that full, unredacted filings are available for review in the Office of the City Clerk.
- m. Comprehensive tracking of filers and electronically filed forms within a secure database.
- n. Capability to automatically and manually generate and distribute email notifications and reminders to filers, including but not limited to:
 - i. Welcome notices
 - ii. Deadline reminders
 - iii. Amendment notices
 - iv. Late filing notices
 - v. Fine notices
- o. Distinct Reporting Periods (date ranges), deadlines, and Election Cycles, for PMF (participating) Candidates versus traditional (non-participating) Candidates versus Political Action Committees/Political Parties
- p. Distinct workflows for PMF (participating) Candidates versus traditional (non-participating) Candidates and Political Action Committees/Political Parties
- q. Tools to track deadlines, delinquencies, and automatically generate corresponding email notices and letters, with automatic calculation of applicable fines.
- r. Fully documented systems with detailed filer manuals for both filers and City staff.
- s. Guardrails to prevent duplicate profiles for the same contributor and/or vendor, to ensure accurate calculation of total contributions from, and expenditures to, each.
- t. Public transparency components with advanced search capabilities accessible via the City's website, including:

- i. Search by election cycle
- ii. Search by contributor, vendor, occupation, employer, address, date range, and transaction type within selected filing(s) and/or across all filing.
- iii. Advanced transaction searches across all electronically filed statements
- iv. Wildcard searches across various fields (e.g., contributor names, committee names, date ranges) with aggregated results and totals of monetary and non-monetary contributions and
- v. Aggregation and calculation of contributions between specified contributors within defined election cycles
- vi. Display of contributors and all campaigns to which they have contributed, including corresponding dates and amounts, with option to export data to Microsoft Excel.
- u. System must support, at a minimum, forms equivalent to Arizona Campaign Finance Report forms or City-specific disclosure forms as designated by the City Clerk. Forms include calculations more complex than, but similar in function to, income tax returns with multiple schedules attached.
- v. Campaign treasurers (filers) must be able to use a single login to manage multiple campaigns, as applicable.
- w. Administrator Dashboard
 - i. Real-Time tracking of all submitted, pending, or rejected filings.
 - ii. Alerts for upcoming and missed deadlines.
 - iii. Search, filter, and export functions by filer, filing type, status, or date range/election cycle.
 - iv. Ability to generate compliance and status reports across all candidates and committees.
 - v. Ability to delete, restore, and unpublish files
 - vi. Indication of other administrators simultaneously accessing and/or processing the same submission, filer account, etc., to help facilitate collaboration and prevent overwriting one another.

C.2. Public Matching Funds

- A. The campaign finance solution must provide the following functionality in addition to general disclosure requirements
 - 1. Tracking and calculating of contributions and expenditures in accordance with Arizona law and Tucson City Code.
 - 2. Specialized support for Public Matching Funds (PMF) Candidates, including:
 - a. Reporting Schedules (list of transactions) based on type of transaction, including:

- i. Qualifying Contributions from Individual City Residents (with guardrails to ensure each contributor is listed no more than once on this Schedule; additional contributions from the same contributor would be entered on the next Schedule, "Contributions from Individuals")
- ii. Contributions from Individuals
- iii. Contributions from the Candidate's Family Members
- iv. Contributions from the Candidate
- v. Contributions from Political Committees
- vi. In-Kind Contributions (with sub-menu for source – Individual/City Resident, Family Member, Candidate, Prohibited)
- vii. Public Matching Funds Received
- viii. Prohibited Contributions (City Employees, Anonymous, Corporations, LLCs)
- ix. Offsets to Prohibited Contributions (Refunds made)
- x. Offsets to Contributions (Refunds made)
- xi. Loans from the Candidate
- xii. Loans from the Candidate's Family Members
- xiii. Loans from Others
- xiv. Expenditures for Operating Expenses
- xv. In-Kind Expenditures
- xvi. Public Matching Funds Returned
- xvii. Offsets to Operating Expenses (Refunds/Rebates received)
- xviii. Repayment of Loans from the Candidate
- xix. Repayment of Loans from the Candidate's Family Members
- xx. Repayment of Loans from Others
- xxi. Any Other Disbursements
- xxii. Dividends, Interest, and Other Receipts
- xxiii. Purchase of Goods to Revert to the City
- xxiv. Debts and Obligations
- b. Calculation of contributions per contributor:
 - i. On each Reporting Schedule (distinct Schedules for various sources of contributions) within each Reporting Period (date range for each Report)
 - ii. On each Reporting Schedule across all Reporting Periods (per election cycle)
 - iii. Cumulative across all Reporting Schedules within each Reporting Period

- iv. Cumulative across all Reporting Schedules across all Reporting Periods (per election cycle).
 - c. Calculation of expenditures per recipient/vendor:
 - i. On each Reporting Schedule (distinct Schedules for various types of expenditures) within each Reporting Period (date range for each Report)
 - ii. On each Reporting Schedule across all Reporting Periods (per election cycle)
 - iii. Cumulative across all Reporting Schedules within each Reporting Period
 - iv. Cumulative across all Reporting Schedules across all Reporting Periods (per election cycle).
 - d. Validation of Qualifying Contributions (based on date, dollar amount, residential address within City limits, and limit of 1 entry per contributor).
 - e. Automated compliance checks against PMF requirements for each Candidate. Noncompliant transactions must be disclosed/reported, and automatically flagged. Requirements include, but are not limited to:
 - i. contribution dollar limits per contributor and per type of contributor. Contribution limits are cumulative per Election Cycle.
 - ii. expenditure dollar limits overall, and per type of expenditure. Expenditure limits are cumulative per Election Cycle.
 - iii. prohibited contributors (City Employees, Corporations/LLCs, Anonymous)
 - iv. prohibited expenditures
 - f. Generation of PMF-specific Reports for candidate filings and City Clerk review, such as a Report reflecting a customizable date range of pre-existing transactions.
 - g. Uploading of supporting documents (copies of checks, cash receipts, contribution forms, invoices, etc.) for each transaction, viewable on-screen with the associated data fields for each. On-screen copying of text from supporting documents, and pasting copied text into data fields must be allowed. This may be the primary method for entering transactions. Supporting documents do not need to be published.
 - h. Generation of revised Reports after making edits to pre-existing filings. Revised Reports must indicate what was edited. Pre-existing (original) filings must not be overwritten or unpublished without Administrator action.
 - i. Distinct workflows for PMF candidates versus traditional candidates and committees.
3. Administrator Dashboard
- a. Ability to add comments to supporting documents uploaded in C.3. A.2.g, above, to communicate to filers regarding documentation deficiencies, data entry errors, or other discrepancies. Comments may be via highlighting and pop-out text box, overlays, or other similar method. Comments must include a method for Administrators to indicate they're resolved.

C.3. Other Requirements

- A. As part of the evaluation process, the highest-ranked Offerors will be invited to provide a live demonstration of their fully functional system in response to this RFP.
- B. The demonstration shall allow Offerors to showcase the functionality, usability, and features of their proposed solution, specifically in alignment with the Scope of Work outlined in this solicitation.
- C. Emphasis should be placed on the end-user experience for filers, as well as administrative and system management capabilities for City staff.
- D. Offerors must ensure that key representatives are available during the demonstration to respond to any questions or clarifications the City may have regarding the solution.
- E. The demonstration will be evaluated and scored as part of the overall proposal assessment.
- F. Offerors selected for a demonstration will be contacted during the evaluation period with instructions for scheduling and providing the presentation.

C.4. Technical Requirements

- A. Standards
 - 1. Meet all state and federal reporting requirements.
 - 2. Safeguards for PII and PHI data.
 - 3. Tight security controls which meet all regulatory, compliance, and audit standards.
 - 4. Meets Section 508 guidelines set out by Americans with Disabilities Act (ADA) and W3C's WCAG 2.0 Level AA criteria.
 - 5. Follow best practices for valid HTML and CSS markup as defined by the World Wide Web Consortium, Search Engine Optimization as outlined by Google, and other industry standards as appropriate.
 - 6. Clarity regarding any product AI usage.
 - 7. Incident notification to the city within 24 hours to include 3rd parties used
 - 8. Background checks of all staff that have access to city data.
 - 9. Must be multi-factor authentication capable.
- B. Data
 - 1. Data must be stored in Microsoft Azure, Amazon GovCloud or cloud with similar security.
 - 2. Data must be stored domestically in the United States.
 - 3. All data collected, generated, or received by the Offeror shall be the sole and exclusive property of the City of Tucson. The Offeror shall not use or disclose the data except as expressly authorized by a signed agreement or as required by law.

4. The Offeror is permitted to use the data solely for the purpose of fulfilling its obligations within the scope of work. The Offeror shall not use the data for any other purpose without written consent of the City of Tucson.
5. The Offeror agrees to treat all data provided by the city as confidential and to protect the data with reasonable measures to prevent unauthorized access, disclosure, or use. The Offeror shall not disclose the data to any third party without prior written consent of the City of Tucson.
6. The Offeror agrees to maintain appropriate physical, technical, and administrative safeguards to protect the data from unauthorized access, alteration, or destruction. The Offeror shall notify the City of Tucson as soon as practically possible of any breach of security or unauthorized access, alteration, or destruction of data.
7. The Offeror agrees to comply with all applicable laws and regulations relating to the use, storage, and disclosure of the data, including but not limited to data protection laws, privacy laws, and industry-specific regulations.
8. Allows for bulk data import from external sources.
9. Offeror will provide a data schema.
10. Creation of reports and dashboards, both pre-built and customizable.

C. Training

1. Train the Trainer support model will be accepted by the City.
2. Potential for ongoing training after implementation.
3. Before training begins, the system needs to be completely installed, tested, and fully functioning within all parameters.

D. Support

1. Technical support must be available during normal City of Tucson business hours, 8 AM – 5 PM AZ time.
2. Remote support from the vendor will be acceptable.
3. Provide SLAs for uptime, response time, escalation paths, and penalties for support failures.
4. Define how updates, upgrades, and new versions will be delivered, including Quality Assurance (QA) processes and associated costs.
5. Outline Offeror responsibilities including bug fixes, patches, and updates.

E. Security

1. Data/Security Breach
2. List security and compliance certifications such as, ISO 27001 or SOC2 Type II.
3. List measures and practices in place to maintain service(s) when security is compromised.

4. City of Tucson will be allowed to Audit or Assess the SaaS product annually. Audit or Assessment could include a Network Scan, a Data Center Audit, a Financial Audit or other activity sponsored by City of Tucson.
5. Continuous cybersecurity monitoring tools, please list the tools or methods used.
6. Annual third-party security assessments.

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:

City: The City of Tucson, Arizona

Contract: The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the City.

Contractor/Consultant: A Successful Offeror that enters into a Contract with the City.

Contract Representative: The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and addenda thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

May not: The indicated party is prohibited from taking the action.

Must: The action or condition is required.

Offer: Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

Offeror: Each individual or entity that submits an Offer in response to this solicitation.

Successful Offeror: An Offeror who received a Notice of Award or a Notice of Intent to Award from the City.

Will: The indicated party is promising to take the action or abide by the condition.

D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract

Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation addendum or response through the question and answer portal in the online bidding system. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer, posted through the online bidding system, or posted as a formal solicitation addendum will be binding.

D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at <https://procurement.opengov.com/portal/tucson-az> and follow the City of Tucson will receive email notifications of solicitation addenda.

D.5. UNDERSTANDING SCOPE OF WORK

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

D.6. PREPARATION OF OFFER

- A. Form and Organization. If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.
- B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."
- C. Offer Contents. Offeror's submittal must contain responses to all sections of this solicitation, any Offer forms provided must be completed and any requested supporting documentation must be attached.
- D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.
- E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.
- F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.
- G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

- H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.
- J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

D.7. PAYMENT DISCOUNTS

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

D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax, but is not exempt from any other taxes, including state and local sales and excise taxes.

D.9. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

D.10. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

D.11. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the documents, the City may release the documents without any liability to Offeror.

D.12. WHEN AND HOW TO SUBMIT OFFERS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system:
<https://procurement.opengov.com/portal/tucson-az>

NOTE: THE ENTIRE OFFER MUST BE IN ""SUBMITTED"" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN ""SUBMITTED"" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

Offeror will not communicate, orally or in writing, with any member of the Mayor and Council, or with any City staff outside the Procurement Division of the Business Services Department, regarding this Solicitation. By submitting an Offer, Offeror warrants that:

- A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.
- B. 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 this solicitation.
- C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.
- D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

The City may disqualify Offeror from further participation in the solicitation process if the City determines that any City employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

D.14. WITHDRAWAL OF OFFER; BINDING OFFER

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in "submitted" status as of the Offer Submittal Deadline unless the Director of the Business Services Department consents in writing to the withdrawal. The Offer will be irrevocable for 90 days after the Offer Submittal Deadline.

D.15. DISCUSSIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

D.16. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

- A. Register with the City's Business Services Department. Registration can be completed at <https://procurement.opengov.com/portal/tucson-az>
- B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. For questions contact the City's Business License Section at (520) 791-4566 or email at license@tucsonaz.gov

E. OFFER EVALUATION AND CONTRACT AWARD

E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications & Experience
- C. Price Proposal

E.2. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The City will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

E.3. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

E.4. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's Offer may be taken into consideration during the evaluation process.

E.5. PRICE

- A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating the pricing component of each Offer.
- B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's pricing. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

E.6. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS

Notwithstanding any other provision of this solicitation, the City may:

- A. Waive any immaterial defect or informality; or
- B. Reject any or all submittals, or portions thereof; or
- C. Reissue the solicitation.

E.7. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

E.8. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within ten (10) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

E.9. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

E.10. SUBMITTAL RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at <https://procurement.opengov.com/portalucson-az/contracts>

E.11. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. The solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 260135
Page **22** of **51**
RESPONSIBLE CONTRACT OFFICER: Salvador Servin III
PH: (520) 837-4141

E. The form of relief requested.

F. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Method of Approach A. Provide details of the solution from the end-user experience, taking into account ease of use, and presentation and intuitive nature of tasks to be performed. B. Provide details of the solution from the perspective of campaign filers, emphasizing ease of use, intuitive task flow, and clarity of user interface. 1. Highlight features that improve efficiency and reduce errors in filing. 2. Provide details on online help functionality for end-users. C. Provide details and explain how City staff can manage the system, including the ability to make configuration changes, troubleshoot end-user issues, and monitor compliance. 1. Include details on administrative controls, security features, and audit capabilities that ensure adherence to Arizona law and City regulations. D. Describe your capacity to customize the system to meet the specific operational needs of the City of Tucson. 1. Provide examples of previous implementations where the solution was adapted for local requirements. Explain the level of complexity of each customization. E. Provide details on how the system ensures compliance with applicable Arizona statutes and Tucson City Code related to campaign finance disclosures. 1. Include mechanisms for meeting reporting and filing standards. F. Provide details on how the system will accommodate data and records retention and disposition, assuming utilization for 10 years or more. G. Provide clear information regarding the software products, with maintenance and support, included in your proposal. 1. Software name, version, and release details. 2. Type of enterprise license offered (e.g., annual subscription or perpetual license). H. Provide details on a comprehensive training plan that equips City staff to administer and use the solution effectively, including technical, administrative, and end-user training. Responses should address: 1. Recommended training plan for all required user groups, including technical, administrative, and end-user training for City staff.	N/A	N/A
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	2. Details of relevant training courses offered, delivery methods (e.g., web-based, instructor-led), training schedule, and locations (onsite or offsite). 3. Number of participants per class and estimated training duration. 4. Sample copies of training materials, including a comprehensive software manual and technical documentation. I. Provide a detailed implementation plan and project schedule that demonstrates the ability to deliver the solution in accordance with the Scope of Work. Responses should include: 1. Methodology for completing all tasks and responsibilities, including a phased approach from project initiation through production deployment. 2. Identification of resource requirements, specifying skill sets and the allocation between City staff and vendor personnel. 3. Detailed description of deliverables, including objectives, milestones, and timelines. 4. Integration of training activities into the overall project schedule. 5. Proposed enhancements, procedural improvements, or technical innovations that improve efficiency or functionality without materially deviating from the project objectives. J. Provide a proposed test plan to be reviewed and agreed upon by the City prior to contract award. 1. Testing tasks must include, at a minimum, successful installation and configuration of all software components to ensure the solution fully meets the City's Electronic Campaign Finance Filing Solution requirements. K. Define how updates, upgrades, and new versions will be delivered, including Quality Assurance (QA) processes and associated costs. L. Provide and maintain two (2) copies of a comprehensive Electronic Campaign Finance Filing Solution manual designed to document system functions, guide trained users, and support future user training. 1. Manuals should also provide technical specifications necessary for management and administration of the system by City staff. 2. City may reproduce all manuals and documentation as needed.		
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	3. The vendor shall provide all technical, administrative, and end-user training required for City staff to effectively use and manage the solution. M. Detail the scope of Campaign Finance Reporting & Administration solutions and related products that your company offers. N. Who are your national/corporate points of contact for sales, marketing, contract administration and monthly sales reporting? O. Demonstrate your commitment to leverage the Axia Cooperative purchasing program to make the resulting contract available to public agencies across the country. Include details about your firm's ability to: 1. Market the agreement to public agencies nationally 2. Educate your firm's sales staff about the cooperative purchasing program 3. Connect your sellers with the Axia team to pursue joint selling efforts 4. Connect with customer decision makers 5. Track sales and report back to Axia Cooperative P. What specific steps will your company take to train and equip their account managers to sell the cooperative contract / program on a national basis? Q. Will you establish national sales goals for public agency adoption of the cooperative agreement? R. What tools will you utilize to track opportunities and hold sellers accountable? S. Describe all methods of accepting orders (online, apps, phone, email, in-person, etc.). T. Describe your available invoicing processes. U. Describe your customer issue resolution process. Include details of various problems that may arise, such as invoicing V. disputes and receipt of incorrect damaged items. Also detail customer service escalation procedures. W. Detail any value-added services and programs that may complement the comprehensive Campaign Finance Reporting & Administration solutions offering. Such offerings may include (but are not necessarily limited to): 1. Small business partnership programs, such as local fulfillment and/or service partners 2. Training & Education 3. Consulting services		
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	4. Green / Sustainable programs, such as recycling programs, company policies, product certifications, staff and/or company certifications, sustainable distribution practices, etc. 5. Customer support services 6. Rebate/incentive programs 7. Other services 8. Include details as to how these proposed services/programs would be rolled out to the City of Tucson and other participating agencies through the Axia Cooperative purchasing program. X. Complete and sign the Federal Funds Certification included in Attachment C, Exhibit C. Y. Review the Sample Axia Cooperative Administration Agreement in Attachment C, Exhibit D. Note any questions, concerns and/or proposed exceptions. Z. If your business intends to conduct business in the State of New Jersey, download, complete and sign the forms found in the "Vendor Forms Required For All Proposal Submissions" at https://www.nj.gov/treasury/purchase/forms.shtml#eo134.		
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2.	Qualifications and Experience A. Demonstrate the effectiveness, reliability, and proven success of your proposed solution when implemented in organizations of similar size and scope. 1. Include number of agencies, number of filters, and length of tenure with each agency 2. Provide evidence of the solution's effectiveness across multiple agencies, including quantitative and qualitative results where available. 3. Indicate the number of agencies currently using the solution, the number of filters supported, and the duration of engagement with each agency. B. Demonstrate you have adequate personnel with the necessary expertise and capacity to perform all services described in the Scope of Work. 1. Include resumes or summaries of key staff roles and relevant experience. 2. Offeror(s) must have existing adequate personnel capable to perform the services as required in the Scope of Work. C. Provide details on your organization's history and full background of your experience. 1. Offeror must have a minimum of three (3) years' experience providing, implementing, and maintaining an Electronic Campaign Finance Filing Solution, or a comparable system. 2. Provide at least 3 references of other customers, including contact information (name, agency, email and phone), and describe how these customers' needs are similar to the City of Tucson. D. Provide details on office/facility locations. 1. Offeror must maintain offices and/or facilities within the United States, staffed by U.S.-located personnel, to support implementation, training, and ongoing maintenance of the solution. E. Detail your experience in providing Campaign Finance Reporting & Administration solutions. Include the scope and structure of your sales & distribution network nationally. F. Demonstrate your Offeror's ability to meet the evolving needs of public sector customers of varying sizes and locations. G. How many sellers are dedicated to selling and supporting Campaign Finance Reporting & Administration solutions to the local government market?	N/A	N/A
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3.	Price A. Provide a detailed breakdown of all costs associated with your proposed solution. At a minimum, the cost submission should include, but is not limited to: 1. Installation and Training a. Costs related to system setup, configuration, and training of City staff and end-users. 2. Hardware and Software a. Costs for all software licenses, modules, or required hardware components necessary to operate the solution. 3. Ongoing Support and Maintenance a. Costs associated with routine system maintenance, technical support, updates, and any other recurring fees. B. Provide scope and pricing for additional related solutions, products and services beyond those required by the City of Tucson that may be made available to other participating agencies through the Axia Cooperative purchasing program. C. Is all pricing, for City of Tucson and all other participating agencies of the Axia Cooperative purchasing program, inclusive of delivery and/or tariff fees? If so, detail how this will impact pricing, accounting for your distribution network and your ability to make deliveries nationwide (including to rural and smaller agencies). D. Describe your pricing methodology. Do you utilize a discount off of list model, "web" pricing minus discount model, etc.? E. Describe how and how often the pricing documents are updated. Detail items and/or categories that may be updated more often than others. F. Detail how market conditions impact pricing and propose how you plan to account for such changes. Can pricing adjustments be audited and tracked with an index or other calculation? G. Describe any regional and/or individual custom pricing lists that may be available to participating agencies of the Axia Cooperative purchasing program. Detail how this kind of program can be extended to one or more participating public agencies, the number of items that can be made available through such a program, how and how often the list is updated, limitations based on the type and size of the participating agency, etc. H. Describe if and how volume discounts may be applied for certain orders.	N/A	N/A
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G. PRICING

YEARLY ELECTRONIC FILLING SOLUTION TOTAL COST

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Annual Licensing Fee	1	each		
2	Annual Software Maintenance and Support	1	each		
3	Implementation Services and Customization	1	each		
4	Software Training, Manuals, and Documentation	1	each		
5	Total Year One (1) Cost for Electronic Filling Solution	1	each		
6	OPTIONAL: Total Year Two (2) Cost for Electronic Filling Solution	1	each		
7	OPTIONAL: Total Year Three (3) Cost for Electronic Filling Solution	1	each		
8	OPTIONAL: Total Year Four (4) Cost for Electronic Filling Solution	1	each		
9	OPTIONAL: Total Year Five (5) Cost for Electronic Filling Solution	1	each		
TOTAL					

H. SPECIAL TERMS AND CONDITIONS

H.1. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this Contract. The City's obligation for performance of this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Contract until funds are made available for performance of this Contract.

H.2. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative and/or Axia Cooperative purchasing program. See http://www.tucsonprocurement.com/coop_partners.aspx and click on "Cooperatives" for a list of agencies that have Cooperative Purchasing Agreements with the City; see <http://www.mesaaz.gov/home/showdocument?id=23638> for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, charge an agency that is outside the Tucson Metropolitan Area for additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

H.3. CONFLICTS OF INTEREST

An Offeror responding to this solicitation acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure a Contract that may be awarded pursuant to this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the City of Tucson Mayor and Council or any employee of the City has any financial interest in Offeror's firm. In addition, all communications regarding this solicitation shall be directed to the Business Services Department. Interested Offerors shall refrain from engaging in any communication (written or verbal) regarding this solicitation or the matters involving this solicitation or TCC operations with any other City staff, Mayor & Council or staff of Mayor & Council.

The City reserves the right to disqualify an Offeror from further participation in the solicitation process in the event the City determines that Offeror has an actual or apparent conflict of interest with the purposes of this solicitation, or has violated this Conflict of Interest.

Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Offeror, or any agent or representative of Offeror, to any officer or employee of the City, including the Mayor and Council and their staff, for the purpose of securing a Contract that may be awarded pursuant to this solicitation, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of a Contract that may be awarded under this solicitation, the City, may, by one (1) calendar day provide written notice to Offeror,

terminate the right of Offeror to proceed under this solicitation; provided that the existence of the facts upon which the City made such finding shall be an issue and may be litigated in an Arizona court of competent jurisdiction.

H.4. PRICE ADJUSTMENT

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the City may, at its discretion, make price adjustments, which will apply during the extension term.

H.5. TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to two (2) additional **one-year periods** or portions thereof.

H.6. TRAVEL EXPENSE ALLOWANCES

The City's allowance is limited to the total expense resulting from traveling directly to the destination and staying only the number of days necessary to conduct official business. The Consultant is encouraged to arrive earlier or stay longer than is necessary if doing so will result in savings to the City. In some cases, because of airline discount terms, an additional day(s) of travel will result in substantial airfare savings -- enough savings to offset additional lodging and per diem costs. The Consultant shall fly coach when the flight includes both coach and first-class seats. First-class seats may be allowed if coach seats are not available and no other flight can be substituted. At travel destinations, the City will reimburse the Consultant for the use of airport limousines and taxis. No receipts are required for reimbursement of such expenses. Additional fees or fares incurred during air travel must be substantiated by a receipt. The total reimbursement for vehicular transportation shall in no case exceed the amount that would be incurred using air transportation. Travel by personal vehicle shall be reimbursed in accordance with the current Federal per diem rates. All vehicular parking or storage costs will be reimbursed. Receipts are not required. Vehicle expense reimbursements will be paid only to the vehicle owner. Passengers are not entitled to vehicular expense reimbursement.

The City will pay the actual cost of rooms including tax based upon the Federal Per Diem rates. Both the room rate and tax paid must be substantiated by a receipt that indicates payment has been made. All in-state travel will be reimbursed at the City's per diem rate. A complete list of the Federal GSA Per Diem rates are available at: <http://www.gsa.gov/portal/category/100120>.

For meals and miscellaneous expenses, the Consultant may choose to receive either (1) the Federal GSA per diem amount (a flat rate), or (2) a reimbursement for actual expenses. A higher dollar amount is allowed under the actual expense reimbursement option; however, receipts must be retained under this option. The Consultant is not required to keep receipts if the per diem option is chosen.

Only one method of reimbursement can be used for the entire trip (i.e., the Consultant cannot request a per diem amount for some days and actual expense reimbursement for other days).

Meals provided for by another agency or others will be subtracted, if the per diem allowance is elected. For days of arrival and departure, the per diem amount will be determined by adding the amounts below

for each meal the Consultant eats at the travel destination. The current FY meal per diem for Tucson, Arizona is as follows:

The Consultants who select the per diem option and spend less than the per diem amount are encouraged to request a reimbursement only for the amount actually spent. No receipts are required to receive actual reimbursement where the amount requested is less than or equal to the per diem amount.

Miscellaneous expenses include local phone calls, snacks, and gratuities. Miscellaneous expenses are included in the per diem rate. If the actual expense reimbursement option is chosen for out-of-state travel, receipts are required for miscellaneous expenses.

Long distance telephone charges are allowed for official calls, and are governed by the following: Calls for official City business other than to City offices shall be paid by the Consultant. The Consultant will be reimbursed upon submission of appropriate documentation relative to cost and purpose of the call, and with the approval of the City Representative for this contract. Calls other than City business shall not be made at City expense.

The above is pursuant to City policy: Administrative Directive 3.03-1, Travel Authorization and Expense Allowance.

H.7. BUSINESS CONTINUITY AND DISASTER RECOVERY

Contractor has a comprehensive Business Continuity and Disaster Recovery plan, which shall be reviewed and updated at least annually. Prior to the anniversary date of the execution of the Contract or any renewal thereof, Contractor shall provide an annual certification that such review and update has been completed, including the date completed.

H.8. CONFIDENTIALITY OF DATA

Contractor and its subcontractors agree to treat all data provided by the city as confidential and to protect the data with reasonable measures to prevent unauthorized access, disclosure, or use. The company and its subcontractors shall not disclose the data to any third party without prior written consent of the City of Tucson.

H.9. DATA HOUSING

The contractor agrees to house City data domestically or through Amazon GovCloud Services or a system with similar security approved by the City.

H.10. DATA SECURITY

Contractor will implement appropriate administrative, physical, and technical safeguards to secure information obtained from the City that is not generally available to the public and may contain confidential data which is marked "Confidential," or should be reasonably recognized as confidential, including business, administrative and financial data, intellectual property, Personally Identifiable Information (PII) (as defined by applicable law), customer and personnel data ("City Data") from unauthorized access, disclosure, alteration, or use. Contractor will maintain such City Data in compliance with all applicable laws, rules and regulations. Contractor will maintain a written information

security program ("Security Program") including documented policies, standards, and operational practices consistent with regulatory and industry requirements. Contractor shall review and update the Security Program at least annually. Prior to the anniversary date of the execution of the Contract or any renewal thereof, Contractor shall provide an annual attestation that such review and update has been completed, including the date completed. "Security Breach" means (i) any unauthorized use of, loss of, access to or disclosure of City Data; provided that an incidental disclosure of or incidental access to City Data by Contractor.

H.11. INTELLECTUAL PROPERTY RIGHTS

A. Ownership of Work Product

1. The City is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Work Product, including all Intellectual Property Rights therein. For the purposes of this Agreement:
 - a. "Intellectual Property Rights" means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world.
 - b. "Work Product" means the deliverables and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by [or on behalf of] Contractor solely or jointly with the Company or others [(a)] in the course of performing the Services [or other work performed by [or on behalf of] Contractor in connection with the Services or this Agreement][or (b) at any time during the Term based on, derived from, or otherwise using the City's Confidential Information or City Materials or resulting from any use of the City's facilities, personnel, or other resources, and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing. Upon termination or expiration of this agreement, the Contractor and its subcontractors shall return all data provided by the City of Tucson within 30 days, including any copies, extracts, or derivatives thereof, to the local government or confirm the destruction of such data in a secure manner by issuing a Certificate of Destruction.

B. City Materials

1. As between the City and Contractor, the City is, and shall remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data (including data collected pursuant to this Agreement), know-how, methodologies, software, and other materials provided to Contractor by the City ("City Materials"), including all Intellectual

Property Rights therein. Contractor shall have no right or license to reproduce or use any Company Materials except solely during the Term to the extent necessary to perform its obligations under this Agreement. All other rights in and to the City Materials are expressly reserved by the City.

I. INSURANCE REQUIREMENTS

I.1. REQUIRED INSURANCE POLICIES

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

I.2. COMMERCIAL GENERAL LIABILITY

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

- A. Each Occurrence: \$1,000,000
- B. General Aggregate: \$2,000,000
- C. Products & Completed Operations Aggregate: \$2,000,000
- D. Personal and Advertising Injury: \$1,000,000
- E. Blanket Contractual Liability: \$1,000,000

I.3. COMMERCIAL AUTOMOBILE LIABILITY

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than \$1,000,000.

I.4. WORKER'S COMPENSATION

Policy must have coverage limits no lower than:

- A. Per Occurrence: Statutory
- B. Employer's Liability: \$1,000,000
- C. Disease Each Employee: \$1,000,000
- D. Disease Policy Limit: \$1,000,000
- E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

I.5. PROFESSIONAL LIABILITY (TECHNOLOGY ERRORS & OMISSIONS)

Policy must have coverage limits no lower than:

- A. Each Claim: \$1,000,000
- B. General Aggregate: \$2,000,000

I.6. NETWORK SECURITY (CYBER) AND PRIVACY LIABILITY

Policy must have coverage limits no lower than:

- A. Each Claim: \$1,000,000
- B. Annual Aggregate: \$2,000,000

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include loss of use, breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

I.7. POLICY CHANGE NOTICE

Contractor will give the City 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

I.8. ADDITIONAL INSURED

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

I.9. CLAIMS-MADE COVERAGE

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

I.10. ADDITIONAL REQUIREMENTS

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

- A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The policy is primary and any insurance carried by the City is excess and not contributing.
- C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.
- D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

I.11. PUBLIC ENTITIES

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

I.12. SUBCONTRACTORS

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

I.13. SUFFICIENCY OF COVERAGE

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

I.14. VERIFICATION OF COVERAGE

- A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.
- B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.
- C. The certificates must contain the City project/contract number and project description.
- D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

J. STANDARD TERMS AND CONDITIONS

J.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

J.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

- A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.
- B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.

J.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

J.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

J.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

J.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

J.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

J.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

J.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

J.10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

J.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City, constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

J.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

J.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

J.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

J.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

J.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

J.17. FORCE MAJEURE

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

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

J.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

J.19. CONFLICTS OF INTEREST

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

J.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

J.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties

under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

J.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

J.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

J.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of \$100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

J.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

J.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

J.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

J.28. PAYMENT

- A. Form of Payment: Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.
- B. Invoices: Unless City pays by credit card at time or order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.
- C. Timing of Payments: The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.
- D. Payment Discounts: Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

J.29. PREVENTION OF HEAT-RELATED ILLNESSES AND INJURIES

If Contractor's employees or contract workers will perform work under this Contract in an outdoor environment, Contractor must have and implement a written plan listing the preventative and proactive measures that Contractor will take to protect those employees and contract workers from heat hazards (the "Heat Safety Plan") while performing that work. The City may request a copy of this Heat Safety Plan and documentation of all heat safety and mitigation efforts currently implemented by Contractor to prevent heat-related illnesses and injuries for work done under this Contract. The Heat Safety Plan must also be posted where it is accessible to employees. At a minimum, the Heat Safety Plan must include each of the following elements as it relates to heat safety:

- A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- C. Access to shaded areas and/or air conditioning.
- D. Access to air conditioning in vehicles with enclosed cabs.
- E. Effective acclimatization practices to promote the physiological adaptation of employees or contract workers newly assigned or reassigned to work in an outside environment.
- F. Training of employees and contract workers, no later than one week prior to being deployed to work in an outdoor environment, on heat illness and injury that focuses on environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures, and how to report heat illness and injury to emergency medical personnel.

- G. The posting of signage at the job site that contains information, in both English and Spanish, explaining how to (a) recognize and report signs and symptoms of heat illness and injury; (b) administer appropriate first aid measures, and (c) report heat-related illness and injury to emergency medical personnel. The signage must also include a phone number for reporting heat violations to OSHA/ADOSH.
- H. Providing written notification to all employees and contract workers regarding their new worker protections under this provision. This notification shall be provided to existing employees and during the onboarding process for new employees. The notification shall be provided to each worker in the language preferred by that worker and must be posted in the workplace.

Contractor will incorporate this section in all subcontracts with subcontractors or other entities or individuals who may perform work under this Contract, including the requirement that those subcontractors impose the same obligations under any sub-subcontractors. It is the obligation of Contractor to ensure compliance with this provision by its subcontractors. City may terminate this Contract for failure to comply with this provision.

J.30. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

J.31. FINANCIAL RECORDS AND AUDITS

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.
- B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.
- C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.
- D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all

such books and records (in whatever form they may be kept, whether written, electronic, or other).

- E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.
- F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

J.32. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

J.33. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

J.34. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

J.35. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

J.36. TERMINATION OF CONTRACT

- A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be

liable only for payment for services rendered and accepted before the effective date of the termination.

- B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.
- C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

J.37. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

J.38. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

J.39. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

- A. the City of Tucson minimum wage
- B. the State of Arizona minimum wage
- C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

J.40. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

K. VENDOR QUESTIONNAIRE

K.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

K.2. Cooperative Purchasing Program

Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. Will your firm provide Axia Cooperative, as the administrator of this national cooperative contract, an administrative fee in the form of a percentage of sales based upon the other agencies sales?

- ☐ Yes
☐ No

K.3. Does your firm have a City of Tucson Business License?

- ☐ Yes
☐ No

When equals "Yes"

 Please upload a copy of your business license.

K.4. Forms to be Filled Out

Please ensure that all required information is included with your response.

- A. Response to Evaluation Criteria
- B. Pricing Proposal
- C. Offer and Acceptance Form

Response to Evaluation Criteria*

Please upload your response to the Evaluation Criteria.

*Response required

Pricing Proposal

Please upload your Pricing Proposal (if applicable).

Offer and Acceptance Form*

Please upload your signed Offer and Acceptance form.

*Response required

Does your response to this solicitation include a request to keep any portion confidential and withhold it from the public record?*

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

☐ Yes

☐ No

*Response required

When equals "Yes"

Confidential Information*

If you answered yes, then you must use this field to identify the sections of your submittal that you are requesting be withheld from public record.

If sections are not identified as confidential in this field, your request to hold information confidential may not be accepted.

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

*Response required

Is your firm submitting any exceptions for the City's consideration? *

In accordance with Instructions to Offerors - Exceptions to Contract Provisions, any exceptions that an offeror wishes to submit for the City's consideration must be indicated here in order to be considered.

☐ Yes

☐ No

*Response required

When equals "Yes"

Define the exceptions you are requesting.*

*Response required

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

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

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

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

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

As Tucson City Attorney and not personally

As Director of Business Services and not personally

Date

Date