



CITY OF CHANDLER, ARIZONA
NOTICE OF FORMAL SOLICITATION

SOLICITATION TYPE: REQUEST FOR PROPOSALS
SOLICITATION NO.: MS3-920-3131
PROPOSAL DUE DATE AND TIME: October 16, 2012 - 3:00 p.m. local Arizona time
LOCATION: Purchasing Division, 175 S. Arizona Ave, 3rd Floor, Chandler, Arizona 85225
MAILING ADDRESS: Mail Stop 901, P.O. Box 4008, Chandler, AZ 85244-4008

Note: There will be a Pre-Proposal Conference at the 3rd Floor Large Conference Room, 175 S. Arizona Ave, 3rd Floor, Chandler, on September 25, 2012 at 10:00 a.m. local Arizona time.

Sealed proposals for the commodity or service specified will be received by the Purchasing Division, City of Chandler, 175 S. Arizona Ave, 3rd Floor, Chandler, Arizona 85225, until the time and date cited above. Names of offerors received by the correct time and date will be opened publicly and read aloud at the Purchasing Division Office.

Offers must be in the actual possession of the Purchasing Division Office and stamped by a member of the Purchasing Division staff on or prior to the exact time and date indicated above. Late submittals or unsigned submittals will not be considered under any circumstances.

Offers must be submitted in a sealed envelope with the solicitation invitation number and the Offeror's name and address clearly indicated on the envelope. All offers must be completed in ink or typewritten. Additional instructions for preparing your offer are provided on the following pages.

Commodity and/or Service: Electronic Payment Portal/Third Party Payment Processing
Contract Type and Period: One-time purchase with ongoing maintenance

Issue Date: September 11, 2012

CONTACT:

Carolee Stees, CPPB
Procurement Officer
PH: (480) 782-2405 / FAX: (480) 782-2410
Email: carolee.stees@ChandlerAZ.gov

THIS OFFER IS SUBMITTED BY:

Name of Company
Contact Name

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INFORMATION AND INSTRUCTIONS TO OFFERORS

1. **RFP.** The City hereby requests proposals from qualified firms to build and maintain an electronic payment portal to be provided in accordance with terms, conditions and specifications established herein.
2. **GENERAL INFORMATION**
 - 2.1. Offers must be received by City of Chandler Purchasing Office, 175 S. Arizona Ave, 3rd Floor, Chandler, Arizona 85225, on or before 3:00 p.m. local Arizona time, on October 16, 2012. **Late Offers will not be accepted.**
 - 2.2. **Late Offers.** Late submittals and/or unsigned Offers will not be considered under any circumstances. Envelopes containing Offers with insufficient postage will not be accepted by the CITY. It is the sole responsibility of the Offeror to see that his/her Offer is delivered and received by the proper time and at the proper place.
 - 2.3. **Pre-Proposal Conference.** A Pre-Proposal Conference has been scheduled for 10:00 a.m. local Arizona time on September 25, 2012, at the 3rd Floor Large Conference Room, 175 S. Arizona Ave, Chandler, AZ. Potential Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation will be responded to by CITY through a written Solicitation Addendum. Should you be unable to attend the meeting, please contact the Procurement Officer listed on page one, preferably before the Conference with any questions.
 - 2.4. **Addendum.** This RFP may only be modified by a written Addendum. Potential Offerors are responsible for obtaining all addendums via the CITY's Vendor Registration/Notification system or other means. See Paragraph 2.13 for registration instructions.
 - 2.5. **Sealed Envelope or Package.** Each Offer shall be submitted to the Purchasing Office in a sealed envelope or package. The envelope or package should be clearly identified as an Offer and be marked with name of the Offeror and Solicitation number. CITY may open envelopes or package to identify contents if the envelope or package is not clearly identified as specific.
 - 2.6. **Offer Amendment or Withdrawal.** An Offer may be withdrawn anytime before the solicitation due date and time. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided by applicable law.
 - 2.7. **Proposal Opening.** Offers shall be opened on the date and time, and the place designated on the notice page of this document, unless amended in writing by the Procurement Officer issuing the solicitation. The name of each offeror shall be read at this time. Offers, modifications and all other information received in response to the Request for Proposals shall be shown only to authorized personnel having a legitimate interest in the evaluation.
 - 2.8. **Public Record.** All Offers submitted in response to this Solicitation and all evaluation related records shall become property of CITY and shall become a matter of public record for review, subsequent to publication by the City Clerk of the proposed award in the agenda for the City Council Meeting or award by the appropriate approving authority or as otherwise required by law.

- 2.8.1 Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known to CITY in Offers submitted.
- 2.8.2 CITY will not insure confidentiality of any portion of the Solicitation documents that are submitted in the event that a public record request is made.
- 2.8.3 CITY will provide 48 hours notice before releasing materials identified by the Offer as confidential or proprietary in order for the Offeror to apply for a court order blocking the release of the information.
- 2.9. **Cost of Offer Preparation.** CITY will not reimburse any Offeror the cost of responding to a solicitation.
- 2.10. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 2.11. **Offer Acceptance Period.** All Offers shall remain open for 90 days after the day of the opening of Offers, but the CITY may, at its sole discretion, release any Offer and return the security (as applicable) prior to that date. No Offeror may withdraw his Offer during this period without written permission from the CITY. Should any Offeror refuse to enter into a contract, under the terms and conditions of the procurement, CITY may retain the security (as applicable), not as a penalty, but as liquidated damages.
- 2.12. **Term of Contract.** The term of the contract will be determined upon contract negotiations.
- 2.13. **Vendor Registration.** Vendors (Offerors) must register via the on-line Vendor Registration system at www.chandleraz.gov, in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. Select the BUSINESS tab, then select DOING BUSINESS WITH THE CITY, then click on VENDOR REGISTRATION SYSTEM, read or print the instructions, then select REGISTER OR LOG-IN NOW. A vendor who is not so registered must contact the Purchasing Office to make other arrangements to receive notice of Addenda to this Solicitation.

2.14. Tentative Procurement Schedule

September 11, 2012	RFP Released by the City
September 25, 2012	Pre-Proposal Conference
September 28, 2012	Last Day for Proposer Questions to be Submitted
Week of October 8, 2012	Proposer Questions Addendum Released
October 16, 2012	Proposals Due
Week of October 29, 2012	Shortlist Proposers/Unsuccessful Proposers Notified
November 2012	Shortlist Proposer Interviews*
November 2012	Semifinalist Proposers Elevated

December 2012	Secondary Interviews (if necessary)
December 2012/January 2013	Final Proposer Notified to begin Contract Negotiations
February 2013	Complete Negotiations and Statement of Work with Finalist

* Proposer interviews will be held on-site at the city's facilities and cover all functional areas listed in this RFP.

3. DESCRIPTION OF SERVICES BEING PROCURED

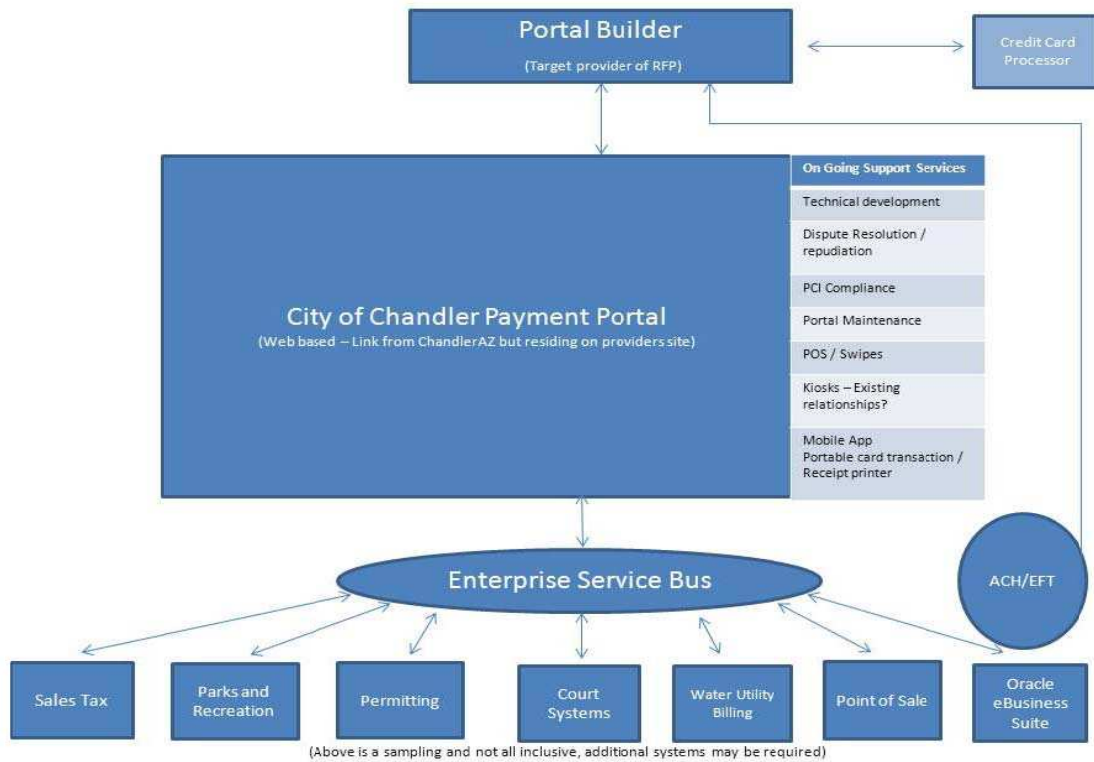
3.1. About this Project

The City desires an on-line payment portal to centralize collection of payments across departments, eliminate multiple existing payment processing systems, and expand electronic payment options for citizens across all services.

This project has the following high-level objectives:

1. To provide our citizens a centralized Electronic Payment Portal that will allow online payment of monies owed to the City, payable by either ACH or credit card, that will satisfy the Mayor and City Council's request for expanded customer payment options.
2. To implement a user-friendly, centralized Electronic Payment Portal to accommodate payment policies/procedures that could differ across City departments.
3. To expand standard payment options across the City to better control risk and build payment processing efficiencies.
4. To drive efficiencies in payment collection, payment processing and payment reconciliation efforts.
5. To simplify refund/dispute processing.
6. To adhere to best security practices, and must be PCI compliant.
7. To build and integrate the Electronic Payment Portal to current systems and allow for future integration of City of Chandler enterprise technology systems.

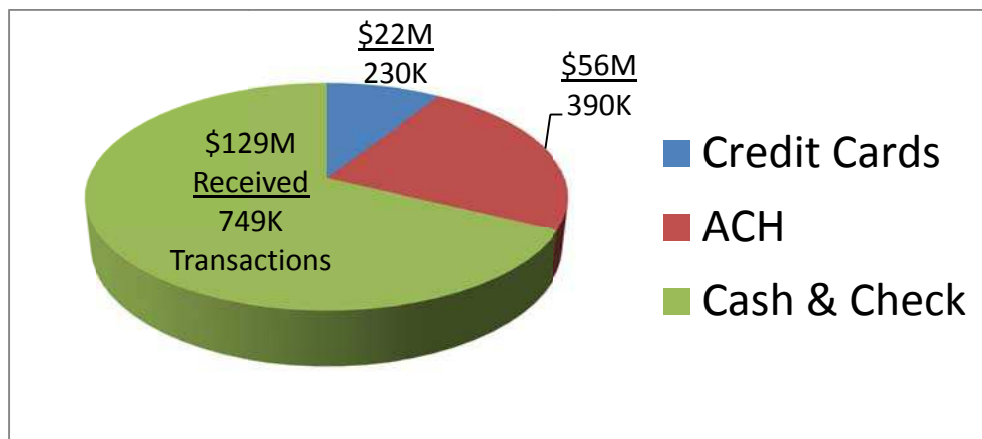
3.2. Project Visualization



3.3. Background Information

The City of Chandler is a full service municipality located in Maricopa County, AZ with a population of approximately 240,000 residents and a 2011-2012 General Fund adopted budget of approximately \$246 million. The City accepts payments in a decentralized manner at facilities throughout the organization. In fiscal year 2010/2011, Chandler processed roughly 1.369 million customer transactions, collecting approximately \$207 million dollars using a variety of payment types. A high-level overview of the transactions by payment type is provided below:

Total Receipts by Payment Type (FY 10/11)



3.4. Summary of Services Requested (Services provided should include, but are not limited to the following:)

- 3.4.1 Web portal development to allow payment gateway for customers of the City of Chandler.
- 3.4.2 Reconciliation and reporting capabilities.
- 3.4.3 Implementation services.
- 3.4.4 On-going technical support and maintenance of the portal site.
- 3.4.5 Least cost routing with detailed reporting for fee statements and most efficient solution for charging fees.
- 3.4.6 Flexible solution allowing the City to absorb credit card fees for most transactions and pass along credit card fees for selected transactions.

City Absorbs Fees	Customer Pays Fees
Water, Wastewater, Solid Waste, Housing, Public Safety, Courts, City Clerk, Building & Other Permits, Library and Parks and Recreation	Transaction Privilege Taxes, Development Fees, Airport Fees

- 3.4.7 Allow the following transaction types: Credit Card, Debit and ACH.
- 3.4.8 Portal shall provide for payments/funds from different departments to be directly deposited into proper City account with unique identifiers to ensure that the funds are appropriately credited to the respective accounts.
- 3.4.9 Handle dispute resolution/repudiation for non-ACH transactions.
- 3.4.10 PCI compliance and other information security standards.
- 3.4.11 Vendor Relationship/Partnership with one of the following 3rd party Credit Card Processors:
 - Collector Solutions, Inc.
 - Elevon
 - Paymentus
 - Transfirst
 - FIS
 - PayFlowPro
 - CyberSource
 - Virtual Merchant
 - Hammer
- 3.4.12 Allow Point-of-Sale (POS) transactions in various locations across multiple departments to include cashier stations, wireless transactions (kiosks) and portable device card transactions for use in the field.
- 3.4.13 Provide necessary equipment for these services.
- 3.4.14 Provide citizen mobile application for web portal (iPhone, Android, tablet device, etc.)

3.4.15 Provide continuous availability of web portal with system redundancy and “up-time” guarantees/contingencies.

3.4.16 Help desk/assistance point of contact for both the citizens/users of the portal and City administrators/accounting personnel.

3.5. Summary of Payments by Area of Operation and Current Applications

Area	Customers are Paying For:	Systems*(data to Oracle)
Airport	Fuel; Permit fees; Gate cards; Tie-downs; Hangars; Leases	Gasboy (Fuel) Excel
City Clerk	Passports; Document Copying Fees	Excel
Community Services	Registration; Rental; Facility Entrance; Memberships; General POS Sales, Scholarships, Donations	Safari* PayPal
Courts	Traffic Violations; Fines / Fees / Restitution; Records Search	CJIS AZ Supreme Court System*
Fire	Permit & Inspection fees; CPR Classes; Fire/EMS Reports; HAZMAT fees;	Excel
Housing	Low Income Housing Rents; Maintenance Charges	Oracle Excel
Library	Fines and Fees for overdue, lost, damaged materials; Copies; Membership fees	Envisionware* PCCharge Excel
Police	Police Reports; Photos; Fingerprints; Impound Fees; Alarm Permits; Accident reports	Excel Docview.com*
Tax & License	Taxes; Tax Licenses; Special Regulatory Licenses	Tax Mantra* E-Tax
Transportation & Development	Building Permits; Plan Review; Impact Fees; Trust Accounts; Records copies; Developer agreements; Refunds; Bonds; Sign Permits	Accela* Excel PayPal
Utility Services	Water Bills	Hansen* Verifone Selectron PayPal

* Current and pending system is capable of processing electronic payments.

3.6. Transaction Overviews by Functional Area

The City of Chandler provides several types of services to our citizens, and handles approximately 1.369 million transactions of varying size and type. The following is a breakdown of each billing (payment receiving) area of operation within the City of Chandler.

Summary of Customer Transactions and Payments by Payment Method**

Note: To narrow data to actual customer transactions versus total receipts, some figures are estimated and/or do not include all function revenues from all sources.

Area	FY 10/11 Transactions	FY 10/11 Receipts	Cash/Check		ACH		Credit Card	
			#	\$	#	\$	#	\$
Airport	6,200	\$1,000,000	3,800	\$691,000			2,400	\$309,000
City Clerk	7,500	\$186,000	7,500	\$186,000				
Community Services	193,100	\$2,862,000	160,500	\$642,000	2,400	\$35,000	30,200	\$2,185,000
Courts	43,800	\$6,420,000	34,200	\$4,522,000	400	\$178,000	9,200	\$1,720,000
Fire	500	\$41,000	500	\$41,000				
Housing	3,600	\$600,000	3,600	\$600,000				
Library	27,300	\$359,000	19,100	\$251,000			8,200	\$108,000
Police	6,100	\$203,000	3,900	\$102,000			2,200	\$101,000
Tax & License	260,500	\$87,203,000	242,700	\$72,137,000	17,800	\$15,066,000		
T & D: Impact Fees	700	\$14,338,000	700	\$14,338,000				
T & D: All Others	6,000	\$4,095,000	5,900	\$4,094,000			100	\$1,000
Utility Services	813,700	\$89,098,000	266,700	\$31,635,000	369,000	\$40,323,000	178,000	\$17,140,000
TOTALS:	1,369,000	\$206,405,000	749,100	\$129,239,000	389,600	\$55,602,000	230,300	\$21,564,000

**Taken from Plante Moran study

Airport: Roughly 90% of current credit card transactions are for fuel.

Tax & License: Tax revenues = \$85,891,000; License revenues = \$1,312,000

Total Credit Card fees absorbed in revenue accounts by City in FY 2010/2011: \$354,000

3.7. Areas of Operation Overviews

3.7.1 Airport

Current Payment Processes

The City of Chandler's Airport receives payments for a variety of fees including, but not limited to, lease payments and permits, fuel flow fees and fuel charges via Gasboy. The Airport staff receives payments via cash, check, credit/debit cards and bill pay from their customer's banks for charges. The Airport staff receives payments at the front counter and they are kept in a cash drawer. There is one credit card terminal located in the office adjacent to the front counter and one credit card terminal used with Gasboy.

The Gasboy system runs 24x7 and the credit card processing uses a dial up modem and the City's credit card merchant. There is no interaction between the City and the customer. Credit card fees are built into the per gallon price.

Currently, the Airport does not take partial payments for fees. The following link (see page 3 of the City's Rates and Fee Schedule) lists out the fees associated with the airport:

<http://www.chandleraz.gov/Content/fee-schedule.pdf>

Credit Card transactions and fees

The Airport does accept credit or debit cards for payments. The City absorbs the transaction fees for charges except for Gasboy where the fees are built into the fuel cost.

Interface/sharing data with Oracle GL

There is not a direct interface with Oracle – Accounts Receivable. The Airport staff uses an Excel spreadsheet to log payments and that is provided to Accounting for processing. Copies of receipt book entries are also provided to Accounting. The Airport staff would like to get a new cash register.

Refund process and Delinquent Accounts

The airport does not commonly provide refunds and they have very little issue with delinquent accounts.

Reports Generated from Payment Information

The Airport staff produces a weekly report for fuel consumption from Gasboy purchases.

3.7.2 City Clerk

Current Payment Processes

The City of Chandler's City Clerk receives payments for providing copies of official documents and fees associated with the issuance of U.S. Passports. City Clerk staff accepts payments via cash and check.

When paying for a passport the customer must use a check or cashier's check for the portion that goes to the U.S. State Department. The check is sent with the application to the State Department. City Clerk staff stated that customers from Chandler, Gilbert and the Ahwatukee area visit the Clerk's office for passport purchases.

City Clerk staff uses a cash register for their transactions. They would like to get a new one to replace the existing one which is experiencing issues. It was purchased in 2000. The staff also uses a receipt book for the purchases.

Credit Card transactions and fees

The City Clerk office does not accept credit or debit cards for payments.

Interface/sharing data with Oracle GL

There is not a direct interface with Oracle. An Excel spreadsheet is used for the receivables and that is given to Accounting along with the cash/checks and cash register receipt. Data on the Excel spreadsheet is re-entered into Oracle. The spreadsheet is given to Accounting each day and the previous day's form is signed and given back.

Refund process and Delinquent Accounts

No refunds are given. NSF checks are sent to collection agency.

Reports Generated from Payment Information

Once a month City Clerk staff prepares a report that lists out the entire month's payments received. The report is broken down by time frame, demographics, etc. and is used to help budget and report to City Management.

3.7.3 Community Services**Current Payment Processes**

The City of Chandler's Community Services Department accepts cash, credit card, gift card and check payments for a variety of services including class registration, registration for activities, facility rentals, ball field rentals, pavilion rentals and donations for the living tree program. Currently, as is the case throughout the City, the department accepts Visa, MasterCard, and AMEX; however they do not accept Discover.

All payments are documented in the Safari system and the department does not charge the customer for any card processing fees. Community Services currently accepts online payments for services via PayPal. In addition, Aquatics has six aquatic centers that have standalone cash registers, however credit card payments are not accepted at those locations. The point of sale module of Safari is currently utilized for concessions at various facilities. Each Community Center has a POS register that staff utilizes to interact with Safari. Credit cards are accepted at these locations. Cash and checks are deposited by each center and paperwork is sent to Accounting.

ACH is used for monthly payments. Safari manages the accounts receivable. Customers must pay for their classes and activities at the time of registration. For rentals, a deposit is required.

Point of sale cash registers are at each of the aquatic centers. Seasonal family passes can be paid with cash, check or credit card. Special use groups are billed through Accounts Receivable. Swim teams are invoiced by staff monthly. Living Tree Program accepts multiple payment formats. A form is filled out and sent back to the City. It is a cash to finance daily transmittal.

A new system, eTrak-plus, is planned to replace Safari.

Credit Card transactions and fees

Credit card payments are handled via Paypal. The City pays a monthly fee. Community Services has over 1000 transactions a month and pays about \$0.10/transaction. The City pays the fees.

Interface/sharing data with Oracle GL

Cash drawers at each aquatic center are balanced each day. Coordinators at each Aquatic Center produce daily transmittals that go with the deposit slip to Accounting.

The transmittal is a Word document. A spreadsheet is used to verify deposits with Oracle.

Refund process and Delinquent Accounts

For refunds, a voucher is created in Safari for processing. Credit card payments get posted back to the account. Over the counter refunds are not allowed.

Delinquent accounts are created by a report. A Coordinator sends a letter to the customer asking for payment.

Reports Generated from Payment Information

On a monthly basis, a spreadsheet that is used to track information is sent to Accounting to verify deposit amounts.

3.7.4 Courts

Current Payment Processes

The City of Chandler's City Court receives payments for Traffic Violations, Criminal Violations, Restitution, Fees and Bonds. Court staff accepts payments via cash, check, credit and debit cards, ACH, Money Orders and Western Union wires. No money is collected over the weekend. For restitution, defendant pays Court and then the Court pays victims. Western Union wires, about three to four a day, go directly to Court's finance office where a check gets printed and is then taken to the front counter for processing. Court receives monies that are placed into a bond account. Bond monies are monies that are held by the Court for later disbursement depending on the resolution of the case. Bond money may be used for victim restitution, forfeited to a fine, or returned to the poster.

The Court accepts face-to-face payments, payments by mail and payments over the phone. In addition, defendants can make payment via web/IVR through the Arizona Supreme Court FARE program. Money from FARE is received by the Court via ACH.

At the customer service counter, Court staff will take full and partial payments. For payments over the phone, the Court only accepts full payments because of the sheer volume of calls and the time it would take in collecting partial payments. When making payments by a customer who has multiple obligations, the priority of payment is dictated by the State Supreme Court. Under certain circumstances, the defendant is allowed to choose which obligation is paid first.

The Court also accepts credit card payments for many fees/fines, including civil and criminal violations. However, there are certain items the Court will not accept electronic payments for. The Court has two credit card swipe machines which are located at their front counter and at the Judicial Enforcement Unit (JEU). For phone payments, a copy of the credit card receipt is attached to a form, which is then used to create a receipt by another staff member. For credit card payments, the clerks will swipe the card, generate a receipt from the terminal, and manually generate a receipt in CJIS to provide back to the customer. For each credit card swipe, the credit card receipt is used to balance drawers at close of business.

The primary payment processing system at the Court is the Criminal Justice Information System (CJIS – Receipting Module). All revenue received is tracked in this system. CJIS can set up payment plans. Each day customer service clerks pull a list from CJIS of payments that are due for that day. CJIS also has four (4) interfaces with the State Supreme Court. They are Orders of Protection, FARE, Defensive Driving Schools and Motor Vehicle Division disposition information.

There are monies remitted by City Accounting to State, County and local authorities. For in-person payments, the Court staff manages a cash drawer and will accept cash, check, money order or credit card payments and will input the payment amount into CJIS. At that point, CJIS automatically generates a receipt.

A positive pay file is given to Accounting from the Court on a daily basis. This file includes 'issued' checks from the Court. City will also receive a separate file if any checks have been voided or cancelled. These files are in an acceptable format for the bank. The file is saved on Accounting's shared drive. Accounting staff accesses the JPMorgan Chase website, logs in and uploads the file as is. Once the issued check data is in their system, every check that is cashed can be validated against the issued checks and their respective information. If not a perfect match, the bank will not cash the check.

Credit Card transactions and fees

City currently pays Credit Card fees associated with transactions. Accounting uses Account # 4341 to offset credit card fees. They are not passed onto customer and the Court has been doing this for 7 – 8 years.

Interface/sharing data with Oracle GL

There is not a direct interface with Oracle. At the end of each day each cash drawer is balanced. A City Accounting Report is used for the receivables and that is given to Accounting along with the cash/checks/money orders and the credit card settlement report. The report is given to Accounting each day. Data on the report is then entered into Oracle.

On a monthly or quarterly basis Court staff completes a manual reconciliation between Oracle and CJIS. The reconciliation is done by Account Code.

Delinquent Accounts

Delinquent civil traffic cases go to FARE for collections along with some criminal cases.

Reports Generated from Payment Information

A City Accounting Report is used for the receivables and that is given to Accounting each day along with the cash/checks/money orders and the credit card settlement report. The settlement report is a detailed report of all credit card transactions printed from each credit card terminal at the end of each business day. A bond report is given to the City on a monthly basis.

3.7.5 Fire Department

Current Payment Processes

The City of Chandler's Fire Department (FD) receives payments for providing services to citizens. The services include Fire Prevention, EMS, home inspections, on-site inspections, overtime fees for FD bike and medic teams and annual renewal of Contractor's application. FD staff accepts payments via cash and check. Personal checks are accepted for small cash amounts under \$25. Cashier's checks and money orders are required for the vast majority of services due to the high percentage of NSF's on checks. The \$100 annual fee for HazMAT contractors is paid directly to Accounting.

FD staff tracks payments using an Excel spreadsheet. Payments are received at the front counter or via the mail. Overtime fees for FD bike and medic teams are invoiced to the customer via a letter. Checks received by FD staff are kept for a whole month in a lock box and then taken to Accounting.

For receiving payments for Child Care Homes and Adult Care Home inspections FD staff has a process. Owners or their representatives call to schedule an appointment. FD staff takes the call, schedules the appointment and lets the person know the fee amount. An appointment is made in Lotus Notes for the Fire Prevention Specialist. Payment is received at the time of the inspection. Fire Prevention Specialist comes back to the office and gives the payment to the Admin Specialist. The Admin Specialist logs all payments into Excel and turns them into Accounting at the end of each month.

FD staff uses a receipt book for their transactions.

Credit Card transactions and fees

FD does not accept credit or debit cards for payments.

Interface/sharing data with Oracle GL

There is not a direct interface with Oracle. An Excel spreadsheet is used for the receivables and that is given to Accounting along with the cash/checks and cash register receipt. Data on the Excel spreadsheet is re-entered into Oracle. The spreadsheet is given to Accounting once a month. When the deposits are given to Accounting, FD staff receive back a receipt for the prior month.

Refund process and Delinquent Accounts

No refunds are given.

Reports Generated from Payment Information

No reports are created.

3.7.6 Housing

Current Payment Processes

The City of Chandler's Housing Division uses Utility Services counter staff to receive most payments for housing including monthly rents and deposits. Rental payments are received from tenants who usually pay in cash, check or money order. Housing staff does deal with a few payments in their office via mail or at the front counter. Other Housing agencies pay by check via mail received in the Housing Office. Maricopa County pays by Electronic Funds Transfer (EFT) as do the subsidies provided by Federal Grant monies.

Tenants usually pay their fees at the Utilities Service front counter. On a few occasions, tenants may be placed on payment plans which result in mailed-in checks or money orders or cashier's checks that are handled by both Housing staff and the Utilities Services counter. Housing staff and Utilities Services staff both bring up the customer's information in Oracle to process the payment. The payment gets included in the 'other' payment type and gets taken to Accounting.

If payees go to the Housing counter, usually just checks are collected and any cash transactions are limited to exact amounts. The front counter staff also take payments for keys, copies of keys and other miscellaneous items. If payment comes by mail, Housing staff sorts the payments and tabulates them on a handwritten form and these are taken to Accounting when received for processing.

Housing staff uses a three-part receipt book for their transactions. Housing staff gives the tenant one, keeps one for the tenant file and keeps one with the payment. Staff has a receipt log that they keep. The receipt number, who it is from, the amount and the initials of who received the payment go on the log. Staff puts the account number on the receipt, makes a copy of the check or note that it is cash and receipt for the file, and take

them to accounting once a week. Accounting initials the receipt log. After Accounting staff enters them into Oracle, they send back the receipts attached to a receipt register.

Credit Card transactions and fees

Housing does not accept credit or debit cards for payments.

Interface/sharing data with Oracle GL

At the Utility Services Division front counter housing payments can be received. Utility Services staff accepts payments and enters the information directly into Oracle.

Refund process and Delinquent Accounts

If a customer requests a refund for a Security Deposit, it is verified in Oracle by Housing Staff and then a check is generated in a batch from Accounting "payables". Housing brings in a collection agency to work on Active Accounts.

Reports Generated from Payment Information

No reports are created.

3.7.7 Library

Current Payment Processes

The City of Chandler Library collects fines and fees, including fines for overdue, lost and damaged materials, processing fees for lost and damaged materials, membership fees and referral fees for accounts sent to a collection agency. Fines and fees are typically billed to a customer's account, either automatically by library circulation software or manually by library staff. It is up to patron to pay at the desk if they owe more than \$10. Their account will be blocked until paid. Membership fees are one-time payments and not annual. No payments are accepted over the phone.

Patrons can submit payments directly to library staff at customer service desks via cash, check, or credit card at five point-of-sale (POS) terminals; via check by mail; or by credit card through an online interface. There are two POS terminals at the downtown library and one each at the three branch locations. The POS terminal software uses Envisionware's Staff Transaction Station (STS) software (<http://envisionware.com/sts>). The STS software uses Verifone's PCCharge to process credit card payments (<http://www.verifone.com/payment-processing/pccharge.aspx/>). For online bill payment, the Library uses Envisionware's e-Commerce module (<http://www.envisionware.com/ecommerce>). E-Commerce also uses Verifone's PCCharge to process the credit card payments. The Envisionware STS and e-Commerce software also passes the payments received into the Library's circulation software, automatically paying down customer's library accounts, so staff members do not have to enter the payments twice.

The "Friends of the Library" (the Friends), a nonprofit group, sells discarded library books and donated books. The Friends also run the snack shops. The Friends operate its own POS terminal and has its own bookkeeping processes, separate from the library's operations. However, customers can purchase the used books at the library's POS terminals. During the drawer balance process, the Friends transactions are backed out each night. The money collected goes into a locked bag and a member of the Friends picks up the money once a week.

The library also collects fees for printing from library computers to library printers and for copy machine prints. These print payments are made via cash only at bill & coin towers connected directly to the copier or print release stations or via cash, check or credit card at service desks the POS terminals. The coin towers are emptied once a week and are

a different tab on the reconciliation worksheet.

Credit Card transactions and fees

The library absorbs the transaction fees for both online payments and in-person credit card payments. One note of concern is that the cash registers in place at the libraries accept low payments. If the charge is less than \$1, the City loses money.

Interface/sharing data with Oracle GL

There is not a direct interface with Oracle. PCCharge generates a settlement report. A hard copy is sent to Accounting with the deposits. The drawers are balanced at the end of each business day (weekend transactions are done Monday am). Locked bags containing the deposits and associated data are walked over to Transportation and Development for security pick up. Branches take the deposit and associated data to Accounting each day.

Refund process and Delinquent Accounts

If a customer is late (not returning materials) more than 45 days, the account goes to a collection agency. The Library works with Unique Management Services (UMS) to handle collections. UMS works exclusively with libraries and provides highly satisfactory service. The goal is to get the materials back, not to collect fees. A letter is sent to the customer with the replacement cost and a request to return the materials. Delinquent account holders make payments directly to the Library, not to UMS, through the above-mentioned POS terminals or online payment interface. UMS's function is to make progressive contact with the customer, and refer delinquent accounts to a credit bureau if response from the customer is not forthcoming within 180 days.

A refund is handled as a negative POS. Cash is given back to the customer.

Reports Generated from Payment Information

PCCharge generates a settlement form that is sent to Accounting each day.

3.7.8 Police

Current Payment Processes

The City of Chandler Police Department accepts cash, credit card and check payments for items such as police report copies, impound fees, alarm payments, photograph copies, pawn ticket fees and fingerprinting at a customer service counter located within Police headquarters. There is not a standard point of sale system/register up front, rather hand written carbon copy receipts are distributed for each payment. Exact amounts are required and no change is given. Receipts are tracked in an Excel log and reconciled to payment tally sheets, also created in Excel.

The department accepts credit card payments (at two terminals – Front Counter and Field Operations) for alarm payments and police records and receipts are generated via the processing terminal. The department does not charge the customer for any card processing fees. Vehicle impound fees have recently switched to cash only transactions, for easier facilitation of the process at a satellite facility. CryWolf could accept credit card payments, but it is not enabled.

Two years ago a City Ordinance was approved that required all pawn shops to pay \$3.00 per transaction (ticket). These transactions are paid by check or cash. Pawn shops purchase the tickets in bulk from the City and a receipt is given. Police staff sends the monies received to Accounting on a daily basis with copy of the receipts in a sealed bag. At this time Police does not want the ability to pay for the tickets by credit or debit card.

Alarm payments via personal checks or money orders are mailed in or cash is received in person. Credit card payments are made over the phone. Credit card information is stored in filing bins for 30 days and then destroyed. CryWolf is integrated into this process but currently is not setup to accept credit card payments. PD wants to move forward with accepting online payments through CryWolf. Monies received are given to Accounting on a daily basis.

The majority of the payments for impound fees are done by money orders, checks or cash. The fee is typically \$150. The Impound Unit only takes exact cash amounts when collecting the impound fee and keeps records of each payment. Staff collects and compiles all monies received and delivers the deposits to Accounting the next business day. At this time Police does not see a need for the customers to pay the impound fees by credit card.

For Police records, accident reports, photos and fingerprints, staff accepts cash, check and credit card payments. Credit card swipe machines are used to collect payment for these requests. A receipt is given to the requestor. For accident reports, Police utilizes the Docview online system to manage accident report request and payments. The third party Docview vendor will collect payments for the reports and remit a check on a monthly basis to Police. That check is given to Accounting in an envelope. Police charge the citizen a fee for the transaction and a percentage is paid back to the Police Department.

Credit Card transactions and fees

Police accepts payment by credit cards for many services. The City pays the associated fees.

Interface/sharing data with Oracle GL

Police staff utilize spreadsheets and forms in providing daily accounts receivable monies and data to Accounting. Police staff balance the drawers at night or end of shifts and also provide copies of receipts to Accounting.

Refund process and Delinquent Accounts

Police staff stated that they have only had to issue one refund for Impounds in several years. For alarm payments, a check request is made through Accounting and that takes time. Refunds for any reports, even for \$5, have to be made through Accounting.

Currently there is not a process for delinquent accounts, but Police stated it would be beneficial to have one for alarm payments.

Reports Generated from Payment Information

No reports were mentioned that are created for interacting with Accounting.

3.7.9 Tax & License

Current Payment Processes

The City of Chandler Tax & License Division processes an estimated 1000 payments per day for Transaction Privilege (Sales) and Use Taxes, Privilege Tax License fees and Special Regulatory License fees. The Division currently processes all tax and license related receivables in the Tax Mantra system. Tax Mantra sends bills to customers for their license renewals. Returns are scanned into EDMS.

The division also collects bond monies for certain licensees, which are maintained and reconciled via Excel spreadsheet. Businesses can submit payments directly to Tax &

License staff via cash or check at the Customer Service cashier station in City Hall; via check by mail; or electronically via ACH payment using the City's ETax system. The cash drawer gets balanced each morning and the monies received each day are stored in a safe in the Utility Services Division (USD) area. The deposit is given to Accounting in the morning.

Most payments are done via checks in the mail. One staff member opens the mail and distributes them to other staff that process the returns. A small amount of cash is received. It is also common that over and under payments are made. Electronic ACH payments are processed through ETax, and can be either one-time in nature and processed daily, or recurring monthly payments known as Surepay. It is estimated that over 1500 taxpayers use Surepay each month, and about 3000 total taxpayers use ETax to file their tax return. For Surepay, a batch process is done on the second of the month. Some of the customer's bank account information is stored in the system in an encrypted file.

Surepay ACH payments are accepted through ETax for the current month's tax liability only. Taxpayer logs into ETax and the system calculates the amount due, which is then withdrawn automatically during overnight batch processing. All payments on current, prior or other fees must be for the full amount due, but each line item can be separately selected for payment.

Bond monies via check are received at the USD front counter. That information is provided to Accounting which keeps track via a spreadsheet. This helps in the process of letting the taxpayer know what is owed.

Credit Card transactions and fees

Tax & License does not accept credit or debit cards for payments.

Interface/sharing data with Oracle GL

There is an interface that provides text outputs to Accounting for processing. An ACH file is given to Accounting for their ACH transactions. Tax & License receives data, NSF's and rejected ACH's back from Accounting.

Refund process and Delinquent Accounts

Tax & License uses multiple accounts to process returns. Account # 4118 – holds interest (used to calculate refund interest) and Account # 4114 holds tax. There are holding tanks in Oracle (#2876 - credit accrual, #2875 – pays refunds) used in the process. Once a month staff members from Tax & License and Accounting meet to review and reconcile. They usually find small discrepancies they then address.

Three revenue collectors pursue collections in house. They use Use Crystal Reports to find delinquent accounts. A collection letter is used. Tax & License would like the Credit Card option.

Reports Generated from Payment Information

No reports are created.

3.7.10 Transportation & Development

Current Payment Processes

A variety of fees are processed through the Accela system in the Transportation and Development Department, including application fees, permitting fees and planning and zoning fees. Most of the fees are paid by check. Staff maintains a cash box at the customer service desk to accept payments and issue a receipt from Accela. Home-

based business licenses and associated fees are managed through Transportation and Development. Some application fee payments are also accepted by Tax & License staff at the main cashier station in City Hall.

Electronic fund transfers/wires are processed for payments. Staff provide customers with account numbers for transfers and the wires need to be received on the same day. They go directly to Accounting from which Accounting staff, upon receipt of transfer, notifies Transportation and Development staff that a transfer/wire has been received. Then staff completes the payment processing in Accela and the payment is moved over to the General Ledger on the next business day.

In some cases where large amounts of money are required for permits, a customer can utilize a Trust account. Money is held in the Trust account and permits can be paid from it. At the end of the day, staff selects Trust from a drop down menu for payment processing.

Overall, Transportation and Development accepts cash and check payments (in person or by mail) for all receivables; however, they do not accept credit card payments at the front desk. 97% of their customers have requested the ability to pay for fees via credit card or other electronic payment type in the past year based on a recent counter survey. Currently, many customers must send messengers to submit payments, creating issues/delays in payment if the messengers have brought the wrong check amount/payment information.

Finally, Transportation and Development has recently begun to utilize the Parks and Recreation PayPal account to process a limited number of credit cards for sign permits, however, these transactions are minimal. The cost for sign permits is \$10 for each banner and each business can have a sign up for 21 days during a six month period. These are considered significant event signs and City Council wanted an easy way for businesses to pull this permit.

Credit Card transactions and fees

For the sign permits, Transportation and Development processes through PayPal. Transportation and Development is absorbing the transaction fees for these transactions.

Interface/sharing data with Oracle GL

The City has an existing Enterprise Service Bus interface between Accela and Oracle. In addition, staff provides information to Accounting daily. Each day staff balances drawers and prints out a form. An Excel spreadsheet is used to break down cash, check, and Trust summary for each day. Checks, cash and trust payments are collected. Reports are generated and along with the payments received, they are sent to Accounting via an armored service each day.

Refund process and Delinquent Accounts

Refunds are done in Accounting and require extensive paperwork. Transportation and Development staff process refunds in Accela which causes the drawer to not be balanced. The refund process is done through the EDMS AP workflow.

If a check bounces, then the permit is locked down until paid. Transportation and Development staff can unlock the permit once it is paid.

Reports Generated from Payment Information

Staff run daily reports (Standard Daily Payments report, Standard Fee Payments by Account, Trust Deposit by Date and GL Interface) for accounts receivables and run a

monthly report for Sign Permits.

3.7.11 Utility Services Division (USD)

Current Payment Processes

Hansen is the current utility billing system of record at the City. The City is in the process of replacing Hansen with a new system (CIS Infinity from Advanced Utility Systems). Interfaces needed to interact with the solution needs to work with CIS Infinity. The City accepts multiple forms of payment including cash, check and credit card (two terminals in the cashiering station). The City also utilizes a Chase lockbox to receive utility payments by check via mail and has an online payment system capable of handling ACH payments on a single or recurring (Surepay) basis. There are also payments being processed through unaffiliated kiosk vendors, which are often difficult to track. A small percentage of credit card payments for monthly utility bills are done via the Chase lockbox.

The City also works with Arizona Public Service (APS) in that APS has a counter spot in USD to accept their payments. APS staff can also accept City of Chandler utility bill payments and this tends to happen when the lines are long at USD. This can happen at the first and last of the month when housing payments are due. APS will accept exact payments via cash or check. At the end of each day APS and City of Chandler staff exchange payments received for each other and then the City of Chandler drawer is balanced. Payments received by APS are posted in the current utility billing system (Hansen) manually by city staff. APS does not have access to the city system

The City is able to process utility payments over the phone, however it requires City staff to input payment related information into the online customer system. Cashiers accept credit card, cash and checks and money orders. The department does not charge the customer for any card processing fees.

Credit Card transactions and fees

USD does accept credit or debit cards for payments. The City pays for the transaction fees.

Interface/sharing data with Oracle GL

At the USD front counter, Housing payments can be received. Staff accept payments and enter the information directly into Oracle and also as a miscellaneous payment in the Hansen billing system so their cash drawers can be balanced at end of day.

Refund process and Delinquent Accounts

The refund process is not efficient. The existing process limits the number of refunds that can be given in a day. USD uses the Dunning system for their delinquent accounts. USD contracts out to a collection agency for written off accounts. In the future, the agency may be asked to collect on active accounts.

Reports Generated from Payment Information

Several reports are generated to assist USD staff with reconciliations, delinquencies and work orders.

3.8. Likely Interfaces

Proposers should evaluate the following list of likely interfaces. If the proposer agrees that it is unlikely that the functionality as described in the description column can be provided by the proposer's software, the cost of an interface to these systems MUST be included in the cost of the proposal. If the interface cost does not include all of the

following interfaces, proposers must be very specific about which are not included and provide a detailed explanation of how that functionality will be performed.

Owner	Transaction Type	Current System	Frequency (Current) Interaction with Oracle	Frequency (Expected) Interaction with Oracle	Interface Communication	Notes
Airport	Permit Fees	No Enterprise System. use of Excel/City receipt book	Weekly	Daily	One Way with Oracle/GL - Accounts Receivable	
Airport	Fuel Payments	Gasboy	Daily	Daily	One Way with Oracle/GL - Accounts Receivable	
Airport	Gate Cards	No Enterprise System. use of Excel/City receipt book	Weekly	Daily	One Way with Oracle/GL - Accounts Receivable	
Airport	Tie Downs	No Enterprise System. use of Excel/City receipt book	Weekly	Daily	One Way with Oracle/GL - Accounts Receivable	
Airport	Hangars	No Enterprise System. use of Excel/City receipt book	Weekly	Daily	One Way with Oracle/GL - Accounts Receivable	
Airport	Leases	No Enterprise System. use of Excel/City receipt book	Weekly	Daily	One Way with Oracle/GL - Accounts Receivable	
City Clerk	Passports - portion that the City collects	No Enterprise System. use of Excel/City receipt book	Daily	Daily	One Way with Oracle/GL - Accounts Receivable	Staff does get previous day's 'form' (spreadsheet) back from Accounting when they drop off that day's form; City Clerk staff does not want to accept payments via credit or debit cards for this service.

Owner	Transaction Type	Current System	Frequency (Current) Interaction with Oracle	Frequency (Expected) Interaction with Oracle	Interface Communication	Notes
City Clerk	Document Copying fees	No Enterprise System. use of Excel/City receipt book	Daily	Daily	One Way with Oracle/GL - Accounts Receivable	Staff receives previous day's spreadsheet back from Accounting when they drop off that day's form; City Clerk staff will not accept payments via credit or debit cards for this service.
Community Services	Registration - classes, activities (donations/grants)	Safari (potentially replaced by eTrak)	Daily	Daily	Two Way with Safari (eTrak)	
Community Services	Rentals - facility, ball field, pavilion	Safari (potentially replaced by eTrak)	Daily	Daily	Two Way with Safari (eTrak)	
Community Services	Aquatic Admission Fees including Seasonal Family Passes	Stand Alone POS (cash registers)	Daily	Daily	Potentially eTrak	
Community Services	Facility Use Fees - TRC (gym, teen room)	Safari (potentially replaced by eTrak)			Two Way with Safari (eTrak)	
Community Services	Membership - TRC (monthly, annually)	Safari (potentially replaced by eTrak)	Daily	Daily	Two Way with Safari (eTrak)	
Community Services	General POS Sales	Safari (potentially replaced by eTrak)	Daily	Daily	Two Way with Safari (eTrak)	
Community Services	Living Tree Program - donations	NA	Daily	Daily		Cash or check received; deposit given to Accounting

Owner	Transaction Type	Current System	Frequency (Current) Interaction with Oracle	Frequency (Expected) Interaction with Oracle	Interface Communication	Notes
Community Services	Birthday parties	NA	Daily	Daily		Information is entered into Safari; payments taken care of Accounting AR; (CoC staff just confirms numbers)
Community Services	Special Use Groups	NA	Daily	Daily	Potential method in eTrak	Not tracked in Safari
Courts	Fines/Fees/Restitution	CJIS (Case Management) - Receipting module	Daily	Daily	Two Way with CJIS	There are monies transferred by Accounting that go to the State Courts (Administrative Office of the Courts – AOC).
Courts	Bonds	CJIS (Case Management) - Receipting module	Daily	NA		Courts will not accept electronic payments for bonds
Courts	AZ Supreme Court (FARE)	CJIS (Case Management) - has an interface with the State Supreme Court for FARE	Daily	Daily	Redirect to State website to make payments or provide other information/options to pay FARE	There are monies transferred by Accounting that go to the State Courts (Administrative Office of the Courts – AOC).
Fire	Permit & Inspection Fees	No Enterprise System. use of Excel/City receipt book	Monthly	Daily	One Way with Oracle/GL - Accounts Receivable	
Fire	CPR classes	FD does not track				Payment (check) goes to Chandler Firefighters charities
Fire	Fire/EMS Reports	No Enterprise System. use of Excel/City receipt book	Monthly	Daily	One Way with Oracle/GL - Accounts Receivable	

Owner	Transaction Type	Current System	Frequency (Current) Interaction with Oracle	Frequency (Expected) Interaction with Oracle	Interface Communication	Notes
Fire	Overtime /fee for FD bike and medic team	Invoice letter gets sent to customer with amount.	When Received	When Received	One Way with Oracle/GL - Accounts Receivable	Typical event could be H.S. Homecoming. Check is received in the mail and FD staff sends it to Accounting.
Fire	Contractor permits	No Enterprise System. use of Excel/City receipt book	Monthly	Daily	One Way with Oracle/GL - Accounts Receivable	
Fire	HAZMAT fees	No Enterprise System. use of Excel/City receipt book	Daily	Daily		Paid directly to Accounting.
Housing	Low Income Housing Rents (received at USD counter, mail, Housing front counter)	Enter payments in Oracle	Daily	Daily	One Way with Oracle/GL - Accounts Receivable	
Housing	Maintenance Charges	Enter payments in Oracle	Daily	Daily	One Way with Oracle/GL - Accounts Receivable	
Library	Fines and Fees for overdue, lost or damaged materials	Envisionware (interfaces with Symphony e commerce)	Daily	Daily	Two way with Envisionware/Symphony Server	Symphony server would be a challenge to integrate.
Library	Copies	Envisionware (interfaces with Symphony e commerce)	Weekly	Weekly	Two way with Envisionware/Symphony Server	Symphony server would be a challenge to integrate.
Library	Membership Fees	Envisionware (interfaces with Symphony e commerce)	Daily	Daily	Two way with Envisionware/Symphony Server	Symphony server would be a challenge to integrate.
Police	Police Reports, Photos, Fingerprints	No Enterprise System. use of Excel/City receipt book	Daily	Daily	One Way with Oracle/GL - Accounts Receivable	

Owner	Transaction Type	Current System	Frequency (Current) Interaction with Oracle	Frequency (Expected) Interaction with Oracle	Interface Communication	Notes
Police	Impound Fees	No Enterprise System. use of Excel/City receipt book	Daily	Daily	One Way with Oracle/GL - Accounts Receivable	PD does not want Credit Card Payment Option
Police	Alarm Permits & False Alarm Assessments	CryWolf is used to receive and track payments. A deposit record is printed out from CryWolf and sent to Accounting.	Daily	Daily	One Way with Oracle/GL - Accounts Receivable	PD wants to move forward with using CryWolf to accept online payments.
Police	Accident Reports	Docview	Monthly	Daily	One Way with Oracle/GL - Accounts Receivable	
Police	Pawn brokers fees	No Enterprise System. use of Excel/City receipt book	Daily	Daily	One Way with Oracle/GL - Accounts Receivable	PD does not want Credit Card Payment Option
Tax & License	Taxes	Tax Mantra	Daily	Daily	Two Way with Tax Mantra	
Tax & License	Tax Licenses	Tax Mantra	Daily	Daily	Two Way with Tax Mantra	
Tax & License	Special Regulatory Licenses	Tax Mantra	Daily	Daily	Two Way with Tax Mantra	
Transportation & Development	Building Permits	Accela	Daily	Daily	Two Way with Accela	
Transportation & Development	Plan Review	Accela	Daily	Daily	Two Way with Accela	
Transportation & Development	Impact Fees	Accela	Daily	Daily	Two Way with Accela	
Transportation & Development	Trust Accounts	Accela	Daily	Daily	Two Way with Accela	
Transportation & Development	Records Copies	Accela	Daily	Daily	Two Way with Accela	
Transportation & Development	Developer Agreements	Accela	Daily	Daily	Two Way with Accela	
Transportation & Development	Refunds	Accela	Daily	Daily	Two Way with Accela	
Transportation & Development	Bonds	Accela	Daily	Daily	Two Way with Accela	
Transportation & Development	Sign Permits	Accela	Daily	Daily	Two Way with Accela	
Utility Services	Utility Bills	CIS Infinity & Infinity Link (Advanced Utility Services)	Daily	Daily	Two Way with Infinity	

Note: This table does not preclude the City from requesting additional interfaces on implementation.

4. OFFER PREPARATION

- 4.1. Offerors shall submit one **original signed proposal and five (5) copies** and shall be submitted in a sealed package in the format described in this RFP. Hard copies must include submittal letter signed by an authorized agent of the proposer which clearly identifies each firm involved in the proposal and appropriate contact information for each.
- 4.2. **No Facsimile or Electronic Mail Offers.** Offers may not be submitted in facsimile or electronically. A facsimile or electronic mail Offer shall be rejected.
- 4.3. **Typed or Ink Corrections.** The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer.
- 4.4. **No Modifications.** Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 4.5. **Non-Collusion and Non-Discrimination.** By signing and submitting the Offer, the Offeror certifies that:
- A. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - B. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
 - C. The Offeror understands that the Offeror will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Offeror are eligible for a tax exemption due to the nature of the item, Offeror shall assist CITY in applying for and obtaining such tax credits and exemptions which shall be paid or credited to CITY.
- 4.6. **Format and Content.** So that competing proposals can be compared equally, proposers must assemble their proposals in adherence to the layout requirements. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed solution to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections:
- Introductory Material
 - 1.0 Company Background
 - 2.0 Client References
 - 3.0 Proposed Solution/Functional Requirements/Technical Requirements
 - 4.0 Essay Responses
 - 5.0 Implementation Plan
 - 6.0 Training Plan
 - 7.0 Maintenance and Support Program
 - 8.0 Price Proposal
 - 9.0 Sample Documents
 - 10.0 Contract/Exceptions to the RFP

4.7. INTRODUCTORY MATERIAL

This section should include a title page showing the RFP number, subject, name of the proposer, address, telephone number, email address and the date. A letter of submittal, signed and executed by an authorized representative, should include a brief narrative summarizing the proposal as well as a general discussion of the proposer's overall understanding of the project. The letter of submittal should also include an acknowledgement of receipt of all addenda including dates the addenda were received. This section should also include a Table of Contents and the attached RFP Checklist (Attachment #1).

4.8. COMPANY BACKGROUND (PROPOSAL SECTION 1.0)

This section should provide information about any firm involved with this proposal including any software vendors, implementation vendors and/or any third party vendors so that the City can evaluate the proposer's stability and ability to support the commitments set forth in response to the RFP. This section should include the completed attached Company Background Form (Attachment #2) along with a copy of the firm's latest audited financial statements.

4.9. CLIENT REFERENCES (PROPOSAL SECTION 2.0)

This section should include three (3) public sector references completed on each of the attached reference forms (Attachment #3 Software References, Attachment #4 Implementation References and Attachment #5 Third-Party Software References) that will be available to speak with the City of Chandler for approximately 30-60 minutes. (Each form is for one reference, so additional forms will be necessary to provide 3 references for each type).

4.10. PROPOSED SOLUTION/FUNCTIONAL REQUIREMENTS/TECHNICAL REQUIREMENTS (PROPOSAL SECTION 3.0)

This section should include details, features and capabilities of the proposed solution as well as addressing the following:

- Describe Disaster Recovery Plan
- What is City's liability in the event of security breach or loss of data by credit card or service provider?
- Does the solution provide a reconciliation of payments processed and deposited on a daily or weekly basis?

Responses to Summary of Services Requested (Section 3.4) should be provided in this section along with the completed attached Technical Specifications Form (Attachment #6).

4.11. ESSAY RESPONSES (PROPOSAL SECTION 4.0)

The City has some unique questions or business process needs that it would like addressed as part of this RFP. This section should answer the following questions with as much detailed information as possible. Proposers are strongly encouraged to make sure responses answer the questions and are not comprised of marketing material. These questions may appear again during software presentations and during contract negotiations.

1. Describe the process for all allowable transactions including, but not limited to, Credit Card Processing, ACH/EFT and your relationships/partnerships with these Credit Card Processors:
 - Collector Solutions, Inc.
 - Elevon
 - Paymentus
 - Transfirst

- FIS
 - PayFlowPro
 - CyberSource
 - Virtual Merchant
 - Hammer
2. Detail your use of the following rate types in your business model:
 - Qualified rates
 - Non-qualified rates
 - Show rates
 - Overall effective/interchange rates
 3. Explain the capability of your solution to handle transactions in which:
 - The City absorbs the transaction fees.
 - The citizen/customer must pay the transaction fees.

City Absorbs Fees	Customer Pays Fees
Water, Wastewater, Solid Waste, Housing, Public Safety, Courts, City Clerk, Building & Other Permits, Library and Parks and Recreation	Transaction Privilege Taxes, Development Fees, Airport Fees

4. Describe the process and handling of the following possibilities in payment:
 - Payments to multiple divisions within the City of Chandler (different systems)
 - Recurring credit card payments (similar to Surepay)
 - Partial payments
 - Over payments
 - Refunds
 - Donations
 - Scholarships/grants
 - Portable device card transactions
 - Mobile application
 - Kiosk/POS
5. Describe your process for dispute resolution/repudiation for Credit Card transactions only (City will handle ACH transactions), NSF and Collections.
6. What tools are available to reconcile from acceptance of payment through posting to the multiple accounts receivable systems and to our bank account? Are table views of transactions available for data extraction to facilitate reconciliation?
7. Describe all reporting capabilities/tools for standard and “ad-hoc” reporting.
8. The solution will be processing payments to a variety of applications. Some of these applications will provide usable web services to process business transactions. Others might be more proprietary and have limited ability to integrate to a payment solution. Still others might require in-house configuration of the receivables. How does your solution provide the flexibility to process payments into back office applications of such variety?
9. Compliance: The City is concerned about meeting existing security regulations

(e.g., HIPAA, PCI, Red Flag rules, etc.) while also providing e-government (e.g., vendor self-service, customer self-service, etc.) capabilities to its constituents. Explain your methodology for maintaining security at these two levels. Provide examples of where you have implemented similar strategies at other public sector clients. Describe processes or tools that will be used to assess compliance during any changes to the system.

10. Integration: The City expects for its chosen system integration compatibility with a BizTalk Enterprise Service Bus standard, including the proposed application and third party products. Please identify each proposed module, including third party products and its level of integration with BizTalk with the remainder of the proposed solution.

4.12. IMPLEMENTATION PLAN (PROPOSAL SECTION 5.0)

This section should provide a detailed plan for implementing the proposed system. This information must include:

- Explain in detail the proposed phasing for implementation. Will all modules/functionality be implemented as one phase or multiple phases?
- Provide methodology for implementation to include estimated timeframe, overview of deliverables, assumptions, and assumed responsibilities.
- Explanation of change management activities proposed to include descriptions of specific roles of proposer and City staff for change management.
- Provide overview of services proposed for changing the City's existing business processes.
- Indicate resources that will be required by the project (both consultant hours and City staff hours).

4.13. TRAINING PLAN (PROPOSAL SECTION 6.0)

This section should provide a detailed plan for training. This information must include:

- Overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training, web training services for the core project team, end users, and technology personnel.
- Describe the role of City and proposer staff for training including the design and implementation of the training plan, development of training materials, and level of assistance with training.

4.14. MAINTENANCE AND SUPPORT PROGRAM (PROPOSAL SECTION 7.0)

This section must specify the nature of any post-implementation and on-going support provided by the vendor and must include the completed attached Maintenance and Support Form (Attachment #7).

4.15. PRICE PROPOSAL (PROPOSAL SECTION 8.0)

This section should show Proposer's price proposal in a "not-to-exceed" basis and include total price for all hardware, software, services and additional costs by completing the attached Price Proposal Form (Attachment #8). This section should also address the following:

- If you propose a self-funded model, please ensure that all fees are detailed to ensure complete understanding of the model.
- Would the size of the transaction effect any of the proposed fees? If so, please detail.
- Is there a minimum transaction amount? If so, please list.
- Would the total number of transactions affect any of the proposed fees? If so, please detail.

- Would the type of transaction, e.g. utility payment, affect the interchange rates? If so, please detail.
- Would the card type affect the interchange rates? If so, please detail.
- Would the type of card data captured affect the interchange rates? If so, please detail.

4.16. SAMPLE DOCUMENTS (PROPOSAL SECTION 9.0)

This section should include sample copies of the following documents. Although they are sample forms, the documents must contain all material terms so that the City can fairly evaluate the proposer's forms.

- Sample software licensing agreement.
- Sample maintenance agreement.
- Sample implementation services agreement.
- Sample standard reports.
- Sample documentation (user guides, training materials, etc.).
- Sample implementation project plan.
- Sample agreements from third party vendors proposed if the City will be required to contract directly.

4.17. EXCEPTIONS TO THE RFP (PROPOSAL SECTION 10.0)

All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the City, and the description of the advantages or disadvantages to the City as a result of exceptions.

The proposed Form of Contract is included as a part of this Solicitation (Attachment #9). Any exceptions or objections to specifications or the Form Contract will be considered and included in CITY's evaluation of your offer. Failure to list any objections or exceptions to the specifications or form of contract shall preclude a request to change any specification or contract provision in the future.

5. INQUIRIES

5.1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

5.2. Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Procurement Officer listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other CITY employee unless the Solicitation specifically identifies a person other than the Procurement Officer as a contact.

5.3. Submission of Inquiries. All questions concerning the RFP must reference the RFP page number, section heading, and paragraph. The question(s) must be concisely stated and numbered in sequential order. All questions regarding this RFP must be received in writing via e-mail by 5:00 p.m. local Arizona time on September 28, 2012. Answers will be provided in the form of a written addendum following the pre-proposal conference. Any officer, agent or employee of the City will not accept verbal questions about this RFP. Questions and responses affecting the content of this RFP will be

provided to all proposers through written addendum available on the City's Vendor Registration System.

6. EVALUATION

6.1. Disqualification. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its Offer rejected.

6.2. Clarifications. CITY reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror's product, service, and/or solicitation response. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the Offer and does not give Offeror an opportunity to revise or modify its Offer.

6.3. Waiver and Rejection Rights. City of Chandler reserves the right to reject any or all Offers or to cancel the solicitation altogether, to waive any informality or irregularity in any Offer received, and to be the sole judge of the merits of the respective Offers received.

6.4. Taxes. All applicable taxes stated in the offer shall not be considered by the CITY when determining the lowest bid or evaluating proposals.

6.5. Evaluation Criteria. The criteria and associated points that will be used to evaluate and score proposals will include the following:

Compatibility with the City's desired functional and technical requirements	50
Cost	25
Interviews/Demonstrations/References	25

6.6. Overview of the Evaluation Process. Submitted proposals will be evaluated based on the above criteria and a shortlist will be determined of those proposers who will be invited to present a demonstration of their solution to the Evaluation Team. Additional discovery sessions and possible customer site visits may be conducted before final contract negotiations begin.

6.7. Discussion with Responsible Offerors and Revision to Proposal. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purposes of such discussions shall be to:

6.7.1 Determine in greater detail such offeror's qualifications;

6.7.2 Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternate methods of approach;

6.7.3 Determining that the offeror will make available the necessary personnel and facilities to perform within the required time;

6.7.4 Agreeing upon compensation, which is fair and reasonable, taking into account the

estimated value of the required services, and the scope, complexity and nature of such services.

7. AWARD

- 7.1. Award.** The City will award one contract for the purchase of software, or otherwise acquire rights to use software, and professional services required to implement/train new users on the software. As such, proposals from implementation firms alone or software firms without an implementation mechanism will not be considered. If all products and services are not provided by one firm, firms are expected to partner to submit a joint proposal.
- 7.2.** Award shall be made to the Offeror deemed most advantageous to the City that best meets the City's needs based upon the listed evaluation criteria.

8. PROTESTS

- 8.1.** A Protest must be in writing and be filed with the Purchasing Office. A protest of a Solicitation shall be received before the Solicitation opening date. A protest of a proposed award must be filed before City Council meeting at which the recommendation will be presented. If the award is less than \$50,000 or \$30,000 for Consultants, City Council approval is not needed and protests must be submitted within ten (10) days after the protestor knows or should have known the basis of the protest. CITY shall determine whether to issue a written response or hold an administrative hearing.

8.2. A protest must include:

The name, address and telephone number of the protester;
The signature of the protester or its representative;
Identification of the project and the solicitation or contract number;
A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
The form of relief requested.

9. COMMENTS WELCOME

The City's Purchasing Office periodically reviews the Information and Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: City of Chandler Purchasing Office, ATTN: Purchasing, Mail Stop 901, P.O. Box 4008, Chandler, AZ 85244-4008.

ATTACHMENT 1: RFP SUBMITTAL CHECKLIST

RFP Submittal Checklist	
Task	Submitted
One original signed proposal	
5 hard copies of proposal	
All proposal copies in sealed package identified with RFP No. and Title	
Proposal is mailed/delivered by due date and time	
Proposal includes each of the following:	
Introductory Material	
Proposal Section 1.0 – Company Background	
Proposal Section 2.0 – Client References	
Proposal Section 3.0 – Proposed Solution/Functional Requirements/ Technical Requirements	
Proposal Section 4.0 – Essay Responses	
Proposal Section 5.0 – Implementation Plan	
Proposal Section 6.0 – Training Plan	
Proposal Section 7.0 - Maintenance and Support Program	
Proposal Section 8.0 – Price Proposal	
Proposal Section 9.0 – Sample Documents	
Proposal Section 10.0 – Contract/Exceptions to the RFP	
Required Attachments:	
Attachment #1 - RFP Submittal Checklist	
Attachment #2 – Company Background Form	
Attachment #3 – Software References (3 each)	
Attachment #4 - Implementation References (3 each)	
Attachment #5 – Third Party References (3 each)	
Attachment #6 – Technical Specifications	
Attachment #7 – Maintenance and Support	
Attachment #8 – Price Proposal	
Attachment #9 – City’s Contract	

ATTACHMENT 2: COMPANY BACKGROUND

Company Background	
Company Name Company Location: <i>Location of corporate headquarters</i> <i>Location of nearest office/location to the City</i>	
Proposer Experience	
Years of Experience: <i># of years in business:</i> <i># of years providing services to public sector:</i>	
Customer Base: <i># of public sector clients</i> <i># of public sector clients using the version of the software application being proposed.</i> <i># of public sector clients in Illinois</i> <i>Identify by name some of the clients similar to the City (e.g., similar in size, complexity, location, type of organization)</i>	
Market Focus: <i>Identify other industries serviced</i>	
User Group: <i>Identify national and regional user groups</i> <i>Explain the purpose and function of user groups</i> <i>Identify if there is an annual or biannual user conference</i> <i>Identify next planned national conference (location and date)</i>	
Terminated Projects: <i>List any terminated public sector projects. Please disclose the jurisdiction and explain the reason for the termination.</i>	
Organization Size	
Number of Employees: <i>If Proposer is a subsidiary, identify # of employees in proposing company/division.</i>	
Total Revenue: <i>If Proposer is a subsidiary, identify revenues of proposing company/division</i> <i>Identify the percentage of revenue used for research & development by the proposing company/division</i>	
Corporate Notes	
Ownership: <i>Privately held? Publicly traded?</i> Parent Company?	

Company Background

Certified Partnerships:

Identify any certifications held by your firm if you are implementing or reselling another firm's products.

If partnering, please identify the amount of time the implementer has worked with the software proposer and how many implementations the two parties have completed together.

If using a third party product, please identify the amount of time the implementer has worked with the third party software proposers and how many implementations the two have completed together

ATTACHMENT 3: SOFTWARE REFERENCE FORM

Please provide at least three (3) public sector references for the software that most closely reflect consulting projects that are similar to the City's scope of work. These references should be sites where the proposed software was installed and has been **FULLY IMPLEMENTED** and is **"live."** Please use the following format in submitting references.

GENERAL BACKGROUND

Name of Client: _____

Address: _____

Project Manager/Contact: _____ Title: _____

Phone: _____ E-mail address: _____

Software Program/Version: _____

Summary of Project: _____

Number of Employees: _____

Approximate Size of Operating Budget: _____

PROJECT SCOPE

Please indicate (by checking box) functionality installed:

(1) Payment Portals
(INCLUDING WEB
PORTALS, INTRANET AND
INTERNET SITES)

(2) Electronic Payment
processors (Including Add list
of payment processors in UB
contract)

(3) Financial systems (Include
list of all of our financial
systems)

PROJECT INFORMATION

Total Project \$ _____ Length of Project _____
Costs (Implementation)
(months)

Go-Live Date _____ Approximate Number of
Consultant Hours _____

Approximate Number of
Government Hours _____

TECHNOLOGY INFORMATION

Hardware Platform: _____

Database Platform: _____

Operating System: _____

ATTACHMENT 4: IMPLEMENTATION REFERENCE FORM

Please provide at least three (3) **public sector** references for a portal implementation that most closely reflect projects that are similar to the City’s scope of work. These references should be sites where the proposed solution was installed and has been **FULLY IMPLEMENTED** and is **“live.”** Please use the following format in submitting references.

GENERAL BACKGROUND

Name of Client: _____

Address: _____

Project Manager/Contact: _____ Title: _____

Phone: _____ E-mail address: _____

Software Program/Version: _____

Summary of Project: _____

Number of Employees: _____

Approximate Size of Operating Budget: _____

PROJECT SCOPE

Please give general scope of project implemented:

PROJECT INFORMATION

Total Project \$ _____ Length of Project _____
Costs (Implementation)
(months)

Go-Live Date _____ Approximate Number of
Consultant Hours _____

Approximate Number of
Government Hours _____

TECHNOLOGY INFORMATION

Hardware Platform: _____

Database Platform: _____

Operating System: _____

ATTACHMENT 5: THIRD-PARTY SOFTWARE REFERENCE FORM

Please provide at least three (3) references that most closely reflect consulting projects that are similar to the City’s scope of work. These references should be sites where the proposed software was installed and has been **FULLY IMPLEMENTED** and is **“live.”** Please use the following format in submitting references.

GENERAL BACKGROUND

Name of Client: _____

Address: _____

Project Manager/Contact: _____ Title: _____

Phone: _____ E-mail address: _____

Software Program/Version: _____

Summary of Project: _____

Number of Employees: _____

Approximate Size of Operating Budget: _____

PROJECT SCOPE

PROJECT INFORMATION

Total Project \$ _____ Length of Project _____
Costs (Implementation)
(months)

Go-Live Date _____ Approximate Number of
Consultant Hours

Approximate Number of
Government Hours

TECHNOLOGY INFORMATION

Hardware Platform: _____

Database Platform: _____

Operating System: _____

Software Program/Version for the primary software: _____

Software Program/Version for the 3rd party software: _____

ATTACHMENT 6: TECHNICAL SPECIFICATIONS

City of Chandler - Technical Requirements

Product Information

Requirement	Description
1.1 Product Description	Overview of your solution
1.2 Product Version	Provide the current product production Version
1.3 Product Customer Base	Overview of key clients using your solution: in production, beta-testing, consideration
1.4 Product Direction	Summary of product “future state” direction
1.5 Product Differentiation	Describe how your product is different from other products on the market today
1.6 Product Value Proposition	Review product value proposition of competitive advantages your solution provides
1.7 Product Saturation	Overview markets/industries where product is functioning

Product Architecture

Requirement	Description
2.1 Product Technology Architecture	<p>a. Describe the architecture of the product in both logical and physical models (i.e. both hardware and software/Operating System)</p> <p>b. Summarize the layers/components/modules with emphasis on the core architecture</p>
2.2 Product Database Platform	<p>a. Summary of database platform(s) in which your product operates</p> <p>b. Summary of database version(s) that are supported</p>
2.3 Product Hardware Platform	<p>a. Describe the supported hardware platforms (including Desktop computers)</p> <p>b. Provide the minimum/optimal hardware requirements</p> <ol style="list-style-type: none"> 1. memory 2. disk space 3. processors <p>c. Describe any proprietary hardware requirements (eg Dongle, DIGI, Servers)</p> <p>d. Describe downstream refresh policy/methodology (eg. to move from prod to stage, to test, to dev. platforms)</p> <p>e. Summary of Virtualization Support using VMWare (e.g.VSphere 4.1+, View 5+)</p> <p>f. Summary of Operation Systems Supported (eg. Linux (Red Hat), Windows 2K8 R2)</p>
2.4 Product Licensing Structure	<p>a. Describe product licensing model (e.g. p/User, p/Device, p/Processor, p/Core, concurrent user, stipulation(s) for Virtualization)</p> <p>b. Summary of Backend Licensing (e.g. MS SQL, Oracle licensing included/additional)</p> <p>c. Describe downstream instances for licensing structure (additional licensing required?)</p> <ol style="list-style-type: none"> 1. Development 2. Test 3. Stage
2.5 Product Integration	a. Summary of product supported integration and communication protocols (e.g. API, Web Services, RMI/IIOP, COM/DCOM, etc.) and provide an overview of

	<p>product's ability to import/export data to 3rd party systems</p> <p>b. Describe any available application programming interface (API)</p> <p>c. Ability to support XML / SOAP for messaging / interoperability</p> <p>d. The technology/expertise and computer language required for writing integration on both sender/receiver sides</p> <p>e. Ability to perform search function on different entity attribute values and the search engines utilized</p> <p>f. Provide port required to be open for communication protocol (e.g. port 80 or 443)</p> <p>g. Describe the integration layer support both synchronized and asynchronized (i.e. queuing protocols)</p>
2.6 Product Application Stack	<p>a. Summary of application foundation framework (e.g., tools/languages - .NET, J2EE, COM/DCOM, etc.)</p> <p>b. Describe the language/approach used to customize your application</p> <p>c. Availability of source code to your complete application protected/proprietary or open to customers</p>
2.7 Product 3 rd Party Products	List all required third party software required to facilitate your product application functionality
2.8 Web Application Architecture	<p>a. Does product offer cross-browser support? List all support browsers and versions</p> <p>b. Describe ease of Web UI customization/configuration to match current look and feel of existing web presence</p> <p>c. Summary of product mobile friendly application version(s)</p> <p>d. Describe product compliance for accessibility, (e.g. 508 Federal Guideline)</p>
2.9 Product UI Platforms	Overview of application portability (e.g., client/server, web portal, mobile devices, tablet PCs, cell phones)
2.10 Product Reporting Capabilities	<p>a. Summary of product reporting methods (e.g., built-in, custom, adhoc capabilities, data mining/data warehouse generation, formatting supported (pdf., excel, csv, etc.)</p> <p>b. Describe the capability to support operational processing without impacting decision support (analytics)</p> <p>c. Describe the decision support (analytics) ability without impacting operational transactions</p>
2.11 Product Infrastructure	Summary of supported backup and recovery procedures and method supported by your product
2.12 Product Security	<p>a. Describe network security in a typical deployment</p> <p>b. Overview of user access controls for the product as well as password/user-login maintenance. (e.g., AD, SSL, custom, etc.)</p> <p>c. Describe authentication and authorization security models</p> <p>d. Describe logging and alerting features</p> <p>e. Describe version management and patching</p>
2.13 Product Audit Tools - Audit Features	Summary of product integrity data integrity assessment tools and audit reports for data accuracy.
2.14 Product performance and troubleshoot monitor	<p>Summary of product and/or 3rd party products used for your product performance and troubleshoot analysis and monitor</p> <p>a. Health Monitoring (dashboard)</p> <p>b. Error Reporting</p> <p>c. Alerting</p>
2.15 Product Performance and Quality of Service	a. Provide the estimated transaction processing time required and guaranteed to execute for a single real time transaction against the complete set of rules

	detailed by the functional requirements b. Provide the estimated login processing time required and guaranteed per user
--	--

Product Data Architecture

Requirement	Description
3.1 Product Data	<p>a. Add/Change process: Describe the ability to add data items to the product without affecting previously existing data or processes</p> <p>b. Describe the open architecture of the product which allows the capability to adjust data relationships as business rules change</p> <p>c. Describe the ability to easily integrate with existing products and databases</p> <p>d. Describe the ability to interface with existing data sources to support consistency and eliminate redundancies</p> <p>e. Provide the data architecture that ensures data integrity and eliminates redundancy</p> <p>f. List all supported relational database management systems (if not relational, describe data architecture)</p>
3.2 Product Data Archiving	Overview of product strategy for data archiving and data purging
3.3 Product Data Portability	Overview of ASP product solution capability and frequency of providing City of Chandler with local stored copy of data
3.4 Product Data Import/Export Capabilities	Describe any tools available for importing and / or exporting data

Product Performance / Maintenance

Requirement	Description
4.1 Product Scalability	<p>a. Provide the throughput measurement per number of users serving per hardware unit (e.g. one web server serves x number users)</p> <p>b. Provide the estimated transaction processing time required and guaranteed to execute for a single real time transaction against the complete set of rules detailed by the functional requirements</p> <p>c. Support the ability to process OLTP and Batch processes for real-time updates</p> <p>d. The ability to support full data and application redundancy (e.g., alleviates production down-time if a server crashes or is unavailable)</p> <p>e. Ability to support user access 24 hours per day seven days per week to <u>create, update, and delete</u> related tasks</p> <p>f. Ability to support user access 24 hours per day seven days per week to <u>execute</u> business rules</p> <p>g. Provide the estimated time to author a rule using the vendor graphical user interface (e.g., usability)</p> <p>h. Describe the product scalability: both up and out, at proportional cost of ownership</p>
4.2 Product Performance for Quality and Service	<p>a. Provide the estimated transaction processing time required and guaranteed to execute for a single real time transaction against the complete set of rules detailed by the functional requirements</p> <p>b.. Provide the estimated login processing time required and guaranteed per user</p>
4.3 Product Installation Example	<p>a. Describe your largest product installation (e.g., number of concurrent users, volumes, performance, response times, etc.)</p> <p>b. Provide the product installation/deployment tool(s) - Describe what software delivery method was used (e.g network share, hosted install or MSI package?)</p>

4.4 Product Maintenance Releases & Upgrades	<ul style="list-style-type: none"> a. Overview and cycle time interval timelines for standard release updates or maintenance functionality b. Process for releasing new software version or patches c. Process for installing new and updated versions or patches d. Provide the number releases planned per year e. Provide the number of times updates were released in the past year for your software f. Describe support is provided for upgrades g. Describe the willingness to warrant the management of new releases into the tool and their effect on the City of Chandler instance h. Provide the formal methodology for dealing with issues resulting from release
4.5 Product Infrastructure Maintenance	Describe provisions for hot-swapping, partial failures of some part of the infrastructure (e.g., fail over and load balancing capabilities)
4.6 Product Performance Monitors	Describe the tools you provide/integrate with for application performance monitoring
4.7 Product Disaster Recovery	Overview of product back-up and recovery methods
4.8 Product Workflow	Does the product support multiple and changing business or workflow models

Product Support

Requirement	Description
5.1 Product Support Model	<ul style="list-style-type: none"> a. Overview of product generic support model (e.g., general SLAs, customer support, critical issue support, outages, availability of application) b. Provide the hours of operation for technical support c. Describe your service/support call procedures d. Describe specific technical support and account management people to be assigned to our account and where are they located e. Describe how you prioritize customers for support f. Describe the General Support SLA severity and priority
5.2 Product Problem Support	<ul style="list-style-type: none"> a. Provide software problem isolation and identification procedures b. Describe the processes available for customers to report bugs and receive software fixes c. Describe the guarantees for turnaround time on problems
5.3 Production Release Levels Support	Provide the number of software release levels you support from the current release
5.4 Product Support Availability	Overview of availability of product support structure (e.g., Knowledge Base, Help Desk, etc.)
5.5 Product Enhancements	Describe product enhancement request process and product enhancement release cycle time frequencies to the market
5.6 Product Support Industry Standards	Describe how the product supports current and changing industry standards

Product Quality

Requirement	Description
6.1 Product Quality Model	Overview of product quality model (e.g., CMM, TQM, Six Sigma, QFD, QS9000, ISO9000)

6.2 Product Quality Assurance	Describe your quality assurance techniques
6.3 Product Risk Assessment Plan	Complete the Risk Assessment Plan - Appendix A

Product Implementation

Requirement	Description
7.1 Product Implementation Model	<ul style="list-style-type: none"> a. Overview of product implementation model (e.g., planning, timeline, Pilot, Proof of Concept) b. Describe your system implementation planning process c. Describe your installation/implementation procedures e. Provide a typical implementation timeframe f. Provide the risks associated with these timeframes, and how the timeframes can be adjusted to meet the required objectives
7.2 Product Implementation Distribution Feature	<ul style="list-style-type: none"> a. Describe product implementation distribution. (Will the product provide the ability to create packages for distribution using executable MSI technology?) b. Describe software delivery tools that are used?
7.3 Product Implementation Timeline	Overview of standard product implementation timeline – go-live to production
7.4 Product Implementation Planning/Resourcing	<ul style="list-style-type: none"> a. Describe what you provide to City of Chandler in reviewing and approving the resources that you will assign to the City of Chandler project b. Describe previously conducted Proof of Concept projects c. Describe your software distribution capabilities, including electronic distribution/roll-out d. Describe if you utilize business partners for implementation services e. Provide the role of your company in the implementation f. Describe the implementation skill sets your company will provide

Product User Adoption

Requirement	Description
8.1 Product User Roll-out Methodology	Overview of product user roll-out methodology targeting a city wide implementation.
8.2 Product Documentation	<ul style="list-style-type: none"> a. Overview of standard product documentation access (e.g., online documentation, help access, etc.) b. Describe user documentation that is available for the product (online/hardcopy) c. Provide how and when this documentation updated d. Describe documentation updates that accompany any new software releases e. Discuss documentation, whether it becomes the property of the client f. Describe the documentation you provide: Address as they apply to server software, client API, website utility, and batch updates.
8.3 Product Training	Describe product training mediums available for the end user community
8.4 Product Adoption Metrics	Summarize metrics and assurance milestones for user adoption and saturation of product

Security

Requirement	Description
9.1 General Security	<p>a. Describe how many total and concurrent users can be supported by your product, per site and in total</p> <p>b. Provide the authentication (user sign-in) and authorization (permissions) model for the application and if this model extends to the screen or field levels</p> <p>c. Describe the user authentication and/or authorization models which integrate with Active Directory, LDAP, or a server supporting Directory Services</p> <p>f. Provide the ability to support federated security through a model</p> <p>g. Describe the ability of the product to support multiple user IDs with varying levels of access/security</p> <p>h. Describe the product's ability to support an audit trail of system usage</p>
9.2 System and Business Security Controls	<p>a. Describe ability to support and comply with Payment Card Industry Data Security Standard 2.0</p> <p>b. Describe ability of applications to manage internal/external user access and authentication controls and utilize active directory.</p> <p>c. Describe ability to log and report on access to environment.</p> <p>d. Describe ability to create and establish secure B2B / Site-to-Site remote connectivity utilizing standard network security functions such as IPSEC tunnels.</p> <p>e. Describe ability to ensure data at rest encryption for database functions</p> <p>f. Describe ability to ensure data in transmission security using standards such as SSL/TLS</p> <p>g. Describe ability to apply necessary patches to applications and operating systems</p> <p>h. Describe ability to provide for redundancy and collocation for business continuity</p> <p>i. Describe ability to perform several levels of data backups imaging.</p>

Documentation

Requirement	Description
10.1 User Documentation	<p>a. Provide what user documentation is available for the product</p> <p>b. Describe how often the documentation is updated</p> <p>c. Describe online help (e.g. context-sensitive)</p> <p>d. Describe if the product has detailed error messages written in plain English</p>
10.2 Product Documentation	<p>a. Describe if there is API/customization documentation available</p> <p>b. Describe documentation online availability</p> <p>c. Discuss documentation updates that accompany any new software releases</p>
10.3 Administration Documentation	Discuss Administration documentation availability

Education and Training

Requirement	Description
11.1 End User Training	<p>a. Describe the type of end user and technical support training available for supporting your tools (include courses, durations, location, materials, etc.)</p> <p>b. Discuss the standard training requirements for new users of your software products (users, support, developers)</p>
11.2 Classroom Training	Provide both the availability of online and onsite training
11.3 Knowledge Base	Describe whether your product contains a knowledge base repository

11.4 Vendor Training Resources	a. Provide the average number of years' training experience of the project resourced training staff b. Describe the skill sets required to train end users on the system
--------------------------------	---

Warranty

Requirement	Description
12.1 Product Warranty	Describe the product warranty options availability

Additional Product Information

Highlight key areas related to your product differentiation strategies, product and company strengths and overall competitive advantages that have not been addressed in the above sections of this RFP document.

ATTACHMENT 6: TECHNICAL SPECIFICATIONS

Appendix A

Risk Assessment Plan

Please prioritize the risks (list the greatest risks first). Indicate the potential impact to cost (in terms of \$), and/or schedule (in terms of calendar days). You may add/delete the risk tables below as necessary.

Risk 1:

Impact: _____ Cost (\$) _____ Schedule (Days) _____

Solution: _____

Risk 2:

Impact: _____ Cost (\$) _____ Schedule (Days) _____

Solution: _____

Risk 3:

Impact: _____ Cost (\$) _____ Schedule (Days) _____

Solution: _____

Risk 4:

Impact: _____ Cost (\$) _____ Schedule (Days) _____

Solution: _____

Risk 5:

Impact: _____ Cost (\$) _____ Schedule (Days) _____

Solution: _____

Risk 6:

Impact: _____ Cost (\$) _____ Schedule (Days) _____

Solution: _____

ATTACHMENT 6: TECHNICAL SPECIFICATIONS

Appendix B

CITY OF CHANDLER Information Technology Division City Hardware and Software Standards Overview (9/2011)

This document provides a high-level list of current City standards for its hardware and software environments and is intended primarily for City department and vendor use. These standards do not mean that other software and hardware, which might have been previously listed as standard, may not be used or supported, but the following items should be purchased for any new initiative or growth/replacement needs. City departments will need to determine if the standard hardware/software item has been deployed in their department, if required for a new initiative.

Any proposals for non-standard hardware or software purchases or questions/comments should be forwarded to the Information Technology Division team for review.

An asterisk (*) denotes standards currently under review (in all sections in this document). Information Technology will review and update these standards on a regular basis.

CURRENT SERVER STANDARDS – PLATFORMS AND FUNCTIONALITY

Operating System (O/S)	Hardware Platform	Functionality			
		Database	Web	Email	Print
RedHat Linux Enterprise 5/6 6 Preferred	IBM VMware ESX Preferred	Oracle 11g/11gR2	Apache	N/A	Bundled with O/S
Windows 2008/R2 Enterprise 32/64 Bit R2 Preferred	IBM X86 VMware ESX Preferred	SQL 2005 64 Bit (minimum)	IIS Apache	Lotus Notes 8.5	Bundled with O/S

CURRENT CLIENT WORKSTATION STANDARDS

	Dell Model
Basic Desktop	Optiplex 755
High-end Workstation	N/A
Business Notebook	Latitude E6410 Latitude E6510

CURRENT NETWORK PRINTER STANDARDS

	MODEL	PRINT OUTPUT
Small Workgroup 1-10 users	DELL 3330dn	Monochrome (Black & White)
Large Workgroup 10-20 users	DELL 5330dn.	Monochrome (Black & White)
Departmental Greater than 20 users	Ricoh C6501	Color

	Operating System (O/S)	Products - Uses
Business Notebook	Windows XP SP3	Latitude E6410 Ethernet, WiFi IEEE 8.02.11g
Ruggedized Notebook	Windows XP SP3	Panasonic Toughbook CF-30
Tablet	Windows XP Professional Tablet Edition SP3	
Handheld	RIM	Blackberry Enterprise Solution w/ Desktop Software version 4.0 devices tested and approved: Blackberry 7520 and 8830

GUIDELINES FOR SELECTING HANDHELD DEVICES: Rugged devices may be required depending on the environment that the handheld will be used in. Handheld applications can be developed using one of three models: 1) run completely on the handheld (completely disconnected), 2) run on the handheld but exchange data with a backend system either wirelessly or by synchronizing (occasionally connected) or 3) run on the handheld or through a browser and require a full time connection to the backend system (fully connected). It is strongly encouraged that all developed systems use the occasionally connected model due to the limitations of wireless technology.

CURRENT STANDARDS – MAJOR BUSINESS APPLICATION TYPES

Function	City Standard
Financials, HR, Payroll	Oracle E-Business Suite 11i (11.5.10.2)
Vendor Registration	Buyspeed Ver 2
Asset Management	GBA 7.0
Work Orders	GBA 7.0
GIS	ArcGIS, 9.3.1 upgrading to 10
Criminal Justice Database	Progress Open Edge RDBMS Ver 10.2B
Inspections/Permitting related to City infrastructure/services	Accela Ver 7.05
Utility Billing	Hansen Ver 7.7
Inspections/Permitting related to a building	Accela Ver 7.05
Sales Tax and Licensing	Tax Mantra Ver 3.5.7.5
Reporting	Oracle Discoverer, Oracle Reports, Crystal Reports, MS Access , MS Excel, MS SQL Reporting Services
Imaging – document storage	EMC ApplicationXtender 6.5
Imaging – workflow	Skelta Workflow BPM 2009

CURRENT STANDARDS – ENTERPRISE MANAGEMENT SOFTWARE

Function	City Standard
Remote email/handheld integration	IMAP, SMTP Server Only
Content Filtering	IT Security Standard
Anti-spam	E-Mail Hygiene Gateway
Email archiving	Sherpa
Desktop management	LanDesk Ver 7R2
Security/single sign-on	Active Directory 2008R2

Full Disk Encryption	N/A
Mobile Media Encryption	N/A
Web Proxy/Firewall	Application Layer Firewall
Directory Services	Active Directory 2008R2
Software Delivery	LanDesk MSI Installer
Enterprise Backup	Comvault Galaxy
Anti-Virus Software	Enterprise

CURRENT STANDARDS –APPLICATION DEVELOPMENT

The City is moving to a configuration-based development process, which will be further defined in the coming months.

	City Standard
Project Management/Planning	Clarity, MS Project
Internet Browser	Internet Explorer 7
Application Server	ESRI, IIS 7
Custom Development	Visual Studio 2005, .Net C# 2.0 Framework
Change Control	LanDesk
Automated Software Build	Cruise Control
Automated Testing	TestDriven.Net
Version control and source code storage	CVS, Subversion
Enterprise Service Bus	

CURRENT OBJECTIVES

- Security/single sign-on – Active Directory Integration Preferred
- Enterprise Service Bus
- Integration Management – Web Services, SSIS, Architecture

ATTACHMENT 7: MAINTENANCE AND SUPPORT

Proposed Maintenance and Support	
Post-implementation support	
Days of on-site support after go-live	
Other on-site support after go-live (month end, year end, open enrollment, etc.)	
Support Options	
Support Packages Offered (Bronze, Silver, Gold, etc.)	
Support Package Proposed	
Other Support:	
Remote desktop support	
Additional on-site support	
Telephone Support	
Hours available	
Problem Reporting and Resolution Procedures	
Response time for various levels of severity	
User Groups	
Local User Group	
User Group Members (number)	
Third Parties	
Support provided for third party products?	
Upgrades/Patches	
Upgrade Frequency (major and minor releases)	
How are upgrades delivered?	
How do you upgrade with customizations in Place?	
Are upgrades required?	
How many versions are currently supported?	

ATTACHMENT 8: PRICE PROPOSAL

Please complete the following scenario:

Assume a transaction is initiated for \$100.00 \$ 100.00

Interchange Fee (Effective Rate) _____ % or \$(_____)

Assessments & Fees (Show Rate) _____ % or \$(_____)

Processing Fee (Qualified) _____ % or \$(_____)

Processing Fee (Non-qualified) _____ points or _____ % or \$(_____)
 (Basis points, percentage or \$/transaction)

Net amount received \$ _____

Please complete the following cost table:

CATEGORY	COST
License Fees	\$
Professional Services:	\$
Implementation	\$
Interfaces	\$
Training	\$
Travel/Miscellaneous Costs	\$
Hardware (if necessary)	\$
GRAND TOTAL	\$
Maintenance and Support – Year 1	\$
Maintenance and Support – Year 2	\$
Maintenance and Support – Year 3	\$
Maintenance and Support – Year 4	\$
Maintenance and Support – Year 5	\$
Maintenance and Support – Year 6	\$
Maintenance and Support – Year 7	\$
Maintenance and Support – Year 8	\$
Maintenance and Support – Year 9	\$
Maintenance and Support – Year 10	\$

ATTACHMENT 9: SAMPLE CONTRACT

CITY OF CHANDLER PROFESSIONAL SERVICES AGREEMENT (To be completed upon award)

Project No.

Project Name:

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and _____, hereinafter referred to as "CONSULTANT".

WHEREAS, the Mayor and City Council of the City of Chandler is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Agreement.

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

1. **CONTRACT ADMINISTRATOR:**

1.1. To provide the professional services required by this Agreement CONSULTANT shall act under the authority and approval of _____ or designee, (the Contract Administrator), who shall oversee the execution of this Agreement, assist the CONSULTANT with any necessary information, audit billings, and approve payments. The CONSULTANT shall channel reports and special requests through the Contract Administrator.

1.2. CITY reserves the right to review and approve any/all changes to CONSULTANT'S key staff assigned to the CITY project by the firm during the term of this Agreement.

2. **SCOPE OF WORK:** CONSULTANT shall provide those services described in Exhibit B attached hereto and made a part hereof by reference.

3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by CITY to determine acceptable completion. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Agreement, shall be and remain the property of CITY and shall be delivered to CITY before final payment is made to CONSULTANT.

4. **FEE SCHEDULE:** For the services described in paragraph 2 of this Agreement, CITY shall pay CONSULTANT a fee not to exceed the sum of _____ dollars (\$) in accordance with the fee schedule attached hereto as Exhibit C and incorporated herein by reference.

5. **TERM:** Following execution of this Agreement by CITY, CONSULTANT shall immediately commence work and shall complete all services described herein within ____ (____) calendar days from the date hereof.

6. **AMENDMENTS:** The Contract may be modified only through a written Contract Amendment executed by authorized person for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the Consultant are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Consultant shall not be entitled to any claim under this Contract based on those changes.
7. **ASSIGNMENT:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of the City, except that Consultant may assign its right to payment hereunder if required by a banking or surety agreement.
8. **TERMINATION:**
- 8.1. **Termination for Convenience:** CITY reserves the right to terminate this Contract or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONSULTANT and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed for each task detailed in the Scope of Work and the CONSULTANT's compensation shall be based upon such determination and CONSULTANT's fee scheduled included herein.
- 8.2. **Termination for Cause:** City may terminate this Contract for Cause upon the occurrence of any one or more of the following events:
- 1) If CONSULTANT fails to perform pursuant to the terms of this Agreement
 - 2) If CONSULTANT is adjudged a bankrupt or insolvent;
 - 3) If CONSULTANT makes a general assignment for the benefit of creditors;
 - 4) If a trustee or receiver is appointed for CONSULTANT or for any of CONSULTANT'S property;
 - 5) If CONSULTANT files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 6) If CONSULTANT disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONSULTANT then existing or which may thereafter accrue.
- 8.3. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
9. **INDEMNIFICATION:** The Consultant agrees to indemnify, defend, and save harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively; from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs,

or actions of any kind and nature resulting from personal injury to any person, including employees of the Consultant or of any Sub Consultant employed by the Consultant (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of the negligent performance of the Consultant for the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

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

8. **INSURANCE REQUIREMENTS:** CONSULTANT shall provide and maintain the insurance as listed in Exhibit D attached hereto and made a part hereof by reference.
9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
10. **ARIZONA LAW:** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.1 Pursuant to the provisions of A.R.S. § 41-4401, the Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").
- 10.2 A breach of the Consultant Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 10.3 The City retains the legal right to inspect the papers of any Consultant or Subcontractor employee who works on this Contract to ensure that the Consultant or Subcontractor is complying with the Consultant Immigration Warranty. The Consultant agrees to assist the City in the conduct of any such inspections.
- 10.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Consultant and any Subcontractors to ensure compliance with Consultants Immigration Warranty. The Consultant agrees to assist the City in performing any such random verifications.
- 10.5 The provisions of this Article must be included in any contract the Consultant enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Consultant or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 10.6 In accordance with A.R.S. §35-393.06, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Iran.

10.7 In accordance with A.R.S. §35-391.06 the Consultant hereby certifies that the offeror does not have scrutinized business operations in Sudan.

11. CONFLICT OF INTEREST:

11.1 No Kickback. CONSULTANT warrants that no person has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. section 38-501. Any such interests were disclosed in CONSULTANT'S proposal to the CITY.

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

11.3 No Conflict. CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

12. DISPUTE RESOLUTION:

12.1 Alternative Dispute Resolution. The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONSULTANT pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

12.2 Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

12.3 Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

12.4 Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

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

In the case of City:
City of Chandler
Purchasing Division
P.O. Box 4008, Mail Stop 901
Chandler, AZ 85244-4008
480.782. 2400

In the case of CONSULTANT:

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ____ day of _____ 2012.

CITY OF CHANDLER

CONSULTANT

Date

By: _____
Title: _____

APPROVE AS TO FORM

ATTEST: If Corporation

City Attorney

Secretary

ATTEST:

City Clerk

SEAL

(To be completed upon award)
EXHIBIT A
To Professional Services Agreement
Consultant Immigration Warranty

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the Consultant and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the Consultant shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The Consultant complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Consultant (Employer) or Authorized Designee:

Printed Name: _____

Title: _____

Date (month/day/year): _____

(To be completed upon award)
EXHIBIT B
To Professional Services Agreement
SCOPE OF WORK

(To be completed upon award)
EXHIBIT C
To Professional Services Agreement
FEE SCHEDULE

EXHIBIT D
To Professional Services Agreement
INSURANCE REQUIREMENTS

- A. CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of A-6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONSULTANT.
- E. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONSULTANT's acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONSULTANT. CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONSULTANT with reasonable promptness in accordance with the CONSULTANT's information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONSULTANT until such time as the CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

C.1 PROOF OF INSURANCE - CERTIFICATES OF INSURANCE

- A. Prior to commencing work or services under this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONSULTANT's obligations under this Agreement.

C.2 REQUIRED COVERAGE

- A. Such insurance shall protect CONSULTANT from claims set forth below which may arise out of or result from the operations of CONSULTANT under this Contract and for which CONSULTANT may be legally liable, whether such operations be by the CONSULTANT or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultant's employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultant's employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "1" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the Consultant's obligations under the Indemnification Agreement;

- J. Claims for injury or damages in connection with one's professional services;
- K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

C.2.1 Commercial General Liability - Minimum Coverage Limits

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONSULTANT's operations and products, and completed operations.

C.2.2 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

C.2.3 Automobile Liability

CONSULTANT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

C.2.4 Worker's Compensation and Employer's Liability

CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONSULTANT'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

If CONSULTANT is a sole proprietor and has no employees, CITY will accept a Sole Proprietor's waiver of Workers' Compensation benefits in lieu of Workers' Compensation insurance

In case any work is subcontracted, CONSULTANT will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONSULTANT.

C.2.5 Professional Liability

CONSULTANT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by CONSULTANT, or any person employed by CONSULTANT, with a claims made policy limit of not less than \$1,000,000.