



CITY OF TUCSON
REQUEST FOR PROPOSAL

240160

CYBERSECURITY PRODUCTS, SOLUTIONS, AND SERVICES

Due Date: Monday, April 15, 2024

City of Tucson

255 W Alameda St

Tucson, AZ 85701

Procurement portal

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

Public Portal <https://secure.procurenow.com/portal/tucson-az/projects/78911>

PUBLISH DATE: March 14, 2024

Attachments:

A - Offer and Acceptance

B - COT ARPA Terms and Conditions

D - Axia Cooperative Solicitation Attachments for Cybersecurity COT

F - Cybersecurity_Price_Sheet_Revised

A. NOTICE

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 240160

TITLE: Cybersecurity Products, Solutions, and Services

SUBMITTAL DUE DATE: Monday, April 15, 2024 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Wednesday, March 27, 2024

TIME: 2:30 pm LOCAL AZ TIME

LOCATION: https://teams.microsoft.com/join/19%3ameeting_NGE3ZDdkZWMtN2RhZS00MDg3LTg4OTYtYjYyZWl4YzFmYjY5%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%222762af1b-3dac-4e48-a411-0268c7c615c0%22%7d
Meeting ID: 282 815 068 77 Passcode: ExKiSX Or call in (audio only) +1 213-293-2303,,273329398#
United States, Los Angeles Phone Conference ID: 273 329 398#

QUESTIONS SHALL BE DIRECTED TO: Tracy Garcia
(520) 837-4114
tracy.garcia@tucsonaz.gov

Posted Date: Thursday, March 14, 2024

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

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

B. INTRODUCTION

B.1. Summary

The City of Tucson's Information Technology (IT) Department is tasked with securing all City systems and data, as well as working with other City Departments and City vendors to ensure that all IT initiatives are secure and built to City standards. Through this RFP and resulting contract(s), the City plans to acquire security services, products, and tools to enhance the City's resilience and to improve the overall security posture of the City's infrastructure and systems.

The aim of this RFP is to seek Offerors who can offer solutions that align with our technology framework and operational goals. Offerors should demonstrate an understanding of scalable, secure, and efficient technology solutions that can integrate seamlessly with our existing environment.

This section sets forth sufficient information to allow Offerors to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Suppliers are encouraged to use their extensive knowledge and experience within the Cybersecurity industry to meet and exceed the City of Tucson's requirements in responding to this RFP. Preference will be given to the Offeror(s) that offer a cost-effective solution for current specifications, future requirements, and ongoing service and support.

The City of Tucson recognizes that information technologies and services are rapidly evolving and advancing, and that Offerors may be testing new technologies or developing new services that are not yet available to the public at the time of RFP response. Once these technologies are generally available, The City of Tucson desires to have the ability to amend the Agreements awarded under this RFP to include these new technologies or service offerings at the City of Tucson's sole and absolute discretion.

B.2. Background

NATIONAL CONTRACT REQUIREMENTS

The City of Tucson, as the Lead Procurement Agency, as defined in Attachment D, has partnered with Axia Coop LLC ("Axia Cooperative") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities; public and private primary, secondary and higher education entities; non-profit entities; and agencies for the public benefit ("Public Agencies"), through Axia Cooperative's cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with Axia Cooperative as a Participating Public Agency in Axia Cooperative's cooperative purchasing program. Attachment D contains additional information on Axia Cooperative and the cooperative purchasing agreement.

Axia Cooperative provides shared services and supply chain optimization to state, local, education, and other governmental entities. Axia Cooperative leverages the spend of public agencies nationwide to command the best prices on products and services. With executive support from the supplier along with pricing and sales commitments, Axia Cooperative provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to

Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the Axia Cooperative documents (attachment D).

The City of Tucson anticipates spending approximately \$5,000,000.00 over the full potential Master Agreement term for Cybersecurity Products, Solutions, and Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Cybersecurity Products, Solutions, and Services purchased under the Master Agreement through AXIA Cooperative is approximately \$50,000,000.00. This projection is based on the current annual volumes among the Lead Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through AXIA Cooperative, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and AXIA Cooperative.

B.3. Contact Information

Tracy Garcia

Principal Contract Officer

Email: tracy.garcia@tucsonaz.gov

Phone: [\(520\) 837-4114](tel:(520)837-4114)

Department:

Information Technology

B.4. Timeline

Release Project Date	March 14, 2024
Pre-Proposal Meeting (Non-Mandatory)	<p>March 27, 2024, 2:30pm https://teams.microsoft.com/join/19%3ameeting_NGE3ZDdkZWMtN2RhZS00MDg3LTg4OTYtYjYyZWl4YzFmYjY5%40thead.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%222762af1b-3dac-4e48-a411-0268c7c615c0%22%7d</p> <p>Meeting ID: 282 815 068 77 Passcode: ExKiSX</p> <p>Or call in (audio only) +1 213-293-2303,,273329398# United States, Los Angeles Phone Conference ID: 273 329 398#</p>
Question Submission Deadline	April 5, 2024, 12:00pm
Proposal Submission Deadline	April 15, 2024, 2:00pm

C. SCOPE OF WORK

C.1. Scope of Work

The City of Tucson's Information Technology (IT) Department is tasked with securing all City systems and data, as well as working with other City Departments and City vendors to ensure that all IT initiatives are secure and built to City standards. Through this RFP and resulting contract(s), the City plans to acquire security services, products, and tools to enhance the City's resilience and to improve the overall security posture of the City's infrastructure and systems.

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The City of Tucson recognizes that information technologies and services are rapidly evolving and advancing, and that Offerors may be testing new technologies or developing new services that are not yet available to the public at the time of RFP response. Once these technologies are generally available, The City of Tucson desires to have the ability to amend the Agreements awarded under this RFP to include these new technologies or service offerings at the City of Tucson's sole and absolute discretion.

This RFP solicits proposals for a wide range of security-related products and services. The categories listed below represent key areas of interest but are not exhaustive. Contractors offering innovative solutions or services beyond those specified are encouraged to submit proposals detailing how their offerings can enhance our cybersecurity posture.

Although this section reflects the needs and requirements of the City of Tucson, the Participating Agencies for Axia Cooperative may have different requirements. The awarded Supplier(s) will have the ability to offer their Cybersecurity offerings nationally. Axia Cooperative Participating Agencies may sign a supplemental or usage agreement with the awarded Contractor(s) substantially based on the terms and conditions of the City of Tucson's Agreement. Participating Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

Technology Infrastructure Overview

1. Core Technologies: Our environment incorporates leading industry solutions for operating systems, networking, and security. We prioritize commercial Software as a Service (SaaS) applications and standard development platforms while minimizing custom-developed solutions.

2. Operational Scope:

The City of Tucson spans multiple departments, supported by a diverse workforce including employees, volunteers, and interns. Our computing environment includes a mix of desktop PCs, mobile devices,

and servers, with a strategic approach towards virtualization. We utilize a variety of business systems that cater to specialized and general operational needs.

3. Data Centers: The City operates data centers that are central to our IT infrastructure, supporting a wide range of services and applications.

4. Cloud Adoption: A significant portion of our primary business systems leverages cloud technology, including but not limited to, organizational tools, customer relationship management, productivity suites, infrastructure services, and specific applications geared towards enhancing operational efficiency and security.

Processes

1. Successful Contractor(s) shall assign a service/support representative who will be responsible for quoting requests for as-needed products and services, coordinating the execution of work orders, providing reports, and escalation management. The City will designate a representative for services provided under this agreement.

2. The representatives will meet as required to discuss requirements, progress, and quality of all services rendered.

3. Contractor(s) shall not perform any work until directed to do so by the City in writing.

4. Contractor(s) shall produce and send to City's representative an accurate accounting of all open work orders and work progress at least monthly.

Security

1. Information that may be collected by the Contractor(s) through the course of rendering services is considered privileged. Contractor(s) shall provide any and all information, findings and recommendations under privileged access, or a similar level of protection, in order to guard against revealing potential security issues that put the City, citizens, and businesses at risk.

2. Contractor(s) shall provide any and all information systems security findings, recommendations, and work materials via a secure file transfer method accessible by the City.

3. Contractor(s) shall possess all necessary equipment, materials, and support for remote connection to City servers and computers through dedicated, secure connections tailored exclusively for vendor use, in accordance with City access protocols. The City IT Department will facilitate these secure, vendor-specific connections into the network as required. Additionally, on-site access will be available when needed and upon mutual agreement.

4. Contractor(s) shall adhere to City IT security policy and standards, as may be updated from time to time, in providing the services. Contractor(s) shall implement security controls in accordance with the City's Security Policy and Standards to assess any solution prior to first release or release of any major improvement or enhancement.

5. Contractor(s) shall protect City data in accordance with the City's Security Policy and Standards.

6. Contractor(s) shall provide technical and professional services with the means and tools to remotely connect to City servers and computers via a secure connection and per City access protocols.

7. Offerors shall possess and can apply a detailed understanding of compliance requirements for the services offered in their proposal. Specialized security experience with municipal government and utilities in compliance with the following is considered especially valuable:

- CJIS
- PCI-DSS
- HIPAA
- FERPA
- FIPS
- FISMA
- Privacy, Industrial Control Systems (ICS)

8. Contractor(s) providing services must have their own equipment required to provide the services for which they are responding. The City will not pay for Contractor(s) equipment.

9. All City data provided to the Contractor(s) for the performance of the services specified herein is owned by the City and must be returned to the City upon contract termination.

10. Contractor personnel working on sensitive information and/or in secured areas may be required to submit to a background check. Certain personnel may be barred from working based on the results of the background check, and other conditions may be required by the City. The City will not disclose the details regarding why a particular worker is barred.

11. Contractor personnel involved in providing Cybersecurity services to the City may be required by the City to sign an individual confidentiality agreement and/or nondisclosure agreement.

12. The Contractor(s) shall contract with an external auditor to assess vendor's security compliance against City's and/or NIST's security standards.

Category-Specific Scope of Work

1. The scope of the RFP includes the following seven categories. Interested suppliers may submit a single RFP response encompassing any one of the seven categories including more than one category. The City of Tucson will review and evaluate responses per category:

- a. Security Solutions & Tools
- b. Identity and Access Management (IAM) Solutions
- c. Data Security and Privacy
- d. Security Consulting and Advisory Services
- e. Regulatory Compliance and Governance Services
- f. Security Architecture and Integration Services
- g. Emerging Technologies and Future-Proofing Services

Please note the submission guidelines for each category.

C.2. Category 1 – Security Solutions & Tools

Objective: Secure cloud/on-prem environments, applications, and data across multiple platforms

Scope of Solutions & Tools Required:

- **Advanced Data Encryption techniques**, including application-level encryption for sensitive data.
- **Enhanced Identity and Access Management features**, such as adaptive authentication and risk-based access control.
- **Cloud Workload Protection Platforms (CWPP)** for hybrid and multi-cloud environments, offering deep security visibility and compliance monitoring.
- **Cloud Security Posture Management (CSPM)** to identify misconfigurations and enforce compliance standards across cloud accounts.
- **SaaS Management Platforms** for comprehensive oversight over cloud application usage, shadow IT, and third-party apps integration.
- **Secure Access Service Edge (SASE)** solutions that combine network security functions with WAN capabilities to ensure secure and fast cloud access.
- **Cloud Access Security Brokers (CASBs)** for real-time threat protection, compliance scanning, and encryption across cloud services.
- **Cloud Data Compliance Management**, ensuring adherence to GDPR, CCPA, HIPAA, and other regulatory frameworks.
- **Web Application Firewall (WAF) and DDoS Mitigation** to protect cloud services from web application attacks and denial-of-service attacks.

Submission Guidelines for Category 1:

Offerors are requested to submit proposals that:

- **Provide a Comprehensive Overview:** Detail your service offerings within the specified categories, focusing on how your solutions address the outlined objectives and scope of services required.
- **Demonstrate Experience and Success:** Share evidence of your expertise and achievements in implementing solutions that secure cloud/on-prem environments, manage identity and access, and protect data privacy across various platforms. Include case studies or examples of previous successful deployments.
- **Detail Solution Capabilities:** Explain the scalability, interoperability, customization, and integration capabilities of your solutions. Highlight how your services can adapt to and grow with organizational needs.
- **Support and Maintenance:** Offer information on the ongoing support, maintenance, and any training services provided to ensure effective and sustained use of your solutions.

C.3. Category 2 – Identity and Access Management (IAM) Solutions

Objective: Secure system and data access with state-of-the-art IAM solutions, leveraging emerging technologies for enhanced security and streamlined user experiences.

Scope of Solutions & Tools Required:

- **Passwordless Authentication:** Solutions that facilitate secure, passwordless access, employing next-generation tools such as FIDO2 security keys, mobile authentication apps, biometric authentication systems (e.g., facial recognition, fingerprint scanners), and smart cards. These technologies should offer a seamless user experience while providing robust security against common attack vectors.
- **Behavioral Biometrics & AI Risk Assessment:** Solutions using AI and machine learning to analyze user behavior patterns for continuous authentication and dynamic risk assessment. The City is interested in technologies that can identify anomalies in user behavior, offering an additional layer of security.
- **Adaptive Access Controls:** Demand systems that implement SSO and MFA, utilizing contextual and adaptive policies based on real-time risk assessments. These controls should adjust authentication requirements dynamically, factoring in user location, device security posture, time of access, and typical behavior patterns.
- **Privileged Access Management (PAM):** Solutions with advanced monitoring capabilities, including session recording and AI-driven analytics, to safeguard privileged accounts and detect unauthorized or suspicious activities.
- **Public Key Infrastructure (PKI):** Systems for digital certificate and encryption key management that ensure secure communications and data protection. The City is interested in solutions that streamline certificate issuance, renewal, and revocation processes.
- **Decentralized Identity Management:** Explore the use of blockchain or distributed ledger technology for secure, user-managed identity verification. Solutions should allow users to control their identity data and share it securely with trusted entities.
- **Secure Access Delegation & Federation:** Solutions facilitating secure access delegation and identity federation using standards like OAuth, OpenID Connect, and SAML, ensuring safe and efficient cross-domain authentication and authorization.
- **Automated Secrets Management:** Automated tools for managing digital secrets, emphasizing the secure storage, rotation, and access control of API keys, credentials, and other sensitive configuration data.

Submission Guidelines for Category 2:

Offerors are requested to submit proposals that:

- **Provide a Comprehensive Overview:** Detail your service offerings within the specified categories, focusing on how your solutions address the outlined objectives and scope of services required.
- **Demonstrate Experience and Success:** Share evidence of your expertise and achievements in implementing solutions that secure cloud/on-prem environments, manage identity and access,

and protect data privacy across various platforms. Include case studies or examples of previous successful deployments.

- **Detail Solution Capabilities:** Explain the scalability, interoperability, customization, and integration capabilities of your solutions. Highlight how your services can adapt to and grow with organizational needs.
- **Support and Maintenance:** Offer information on the ongoing support, maintenance, and any training services provided to ensure effective and sustained use of your solutions.

C.4. Category 3 – Data Security and Privacy

Objective: Protect sensitive information from breaches and ensure privacy compliance.

Scope of Solutions & Tools Required:

- **Advanced Data Loss Prevention (DLP)** technologies with machine learning capabilities for better detection of sensitive data exfiltration.
- **Encryption-in-Use technologies**, enabling secure data analytics and processing without exposing plaintext data.
- **Anonymization and Pseudonymization techniques** for enhancing privacy while maintaining data utility.
- **Data Discovery and Classification Tools** to identify and categorize sensitive and regulated data automatically.
- **Regulatory Compliance Management Tools** for real-time monitoring and reporting of compliance status with frameworks such as GDPR, HIPAA, and more.

Submission Guidelines for Category 3:

Offerors are requested to submit proposals that:

- **Provide a Comprehensive Overview:** Detail your service offerings within the specified categories, focusing on how your solutions address the outlined objectives and scope of services required.
- **Demonstrate Experience and Success:** Share evidence of your expertise and achievements in implementing solutions that secure cloud/on-prem environments, manage identity and access, and protect data privacy across various platforms. Include case studies or examples of previous successful deployments.
- **Detail Solution Capabilities:** Explain the scalability, interoperability, customization, and integration capabilities of your solutions. Highlight how your services can adapt to and grow with organizational needs.
- **Support and Maintenance:** Offer information on the ongoing support, maintenance, and any training services provided to ensure effective and sustained use of your solutions.

C.5. Category 4 – Security Consulting and Advisory Services

Objective: Engage expert advisory services to refine cybersecurity strategies, operational frameworks, and ensure compliance through focused guidance, workshops, and sessions.

Scope of Services Required:

- **Cybersecurity Strategy Development:** Assistance in crafting comprehensive cybersecurity strategies that align with organizational goals and risk tolerance, including strategic planning workshops and cybersecurity roadmap creation.
- **Framework Implementation Guidance:** Support for adopting and executing cybersecurity frameworks (e.g., NIST CSF, ISO/IEC 27001) with workshops and consulting for seamless integration.
- **Risk Management Consultation:** Expert advisory on risk management practices, from identification to mitigation, including facilitated risk assessment workshops.
- **Policy and Governance Development:** Help in formulating and updating security policies and governance structures to meet best practices and compliance standards, using policy development workshops and consulting.
- **Incident Response Planning Support:** Consulting on developing or enhancing incident response plans with template-based guidance, plan development workshops, and simulation exercises.
- **Emerging Technology Advisory:** Strategic insights into adopting emerging technologies securely, with services including innovation workshops and advisories on technology implications.
- **Vendor Selection and Technology Guidance:** Advisory services for selecting and implementing cybersecurity technologies, offering comparative analyses and selection framework support.

Submission Guidelines for Category 4:

Offerors are requested to submit proposals that:

- **Demonstrate Capability:** Show how your services can support organizations in strategic planning, risk management, policy development, and navigating the complex cybersecurity landscape.
- **Leverage Emerging Technologies:** Illustrate your approach to incorporating advanced technologies to enhance compliance and governance strategies.
- **Ensure Effective Adoption:** Provide examples or case studies where your services have led to the successful adoption of cybersecurity policies and technologies.

C.6. Category 5 – Regulatory Compliance and Governance Services

Objective: Partner with Contractor(s) to ensure strict adherence to cybersecurity regulations and the implementation of best practices across all operations.

Scope of Services & Tools Required:

- **Comprehensive Compliance Audits and Gap Analyses:** Solutions that offer thorough audits against international standards and regulations, pinpointing areas of non-compliance and providing actionable recommendations for remediation.
- **Governance, Risk, and Compliance (GRC) Platforms:** Advanced platforms that facilitate streamlined policy management, risk assessment, and compliance tracking. The City is interested in platforms that offer real-time insights and customizable reporting capabilities.
- **Emerging Regulation Advisory Services:** Expert advisory services that keep organizations ahead of the curve regarding upcoming cybersecurity laws, guidelines, and standards. Proposals should outline how these services can help organizations proactively adjust to new regulatory requirements.
- **Documentation and Reporting Tools:** Tools designed for the efficient management of compliance evidence, audit trails, and regulatory submissions. These should support comprehensive documentation practices and simplify the reporting process to regulatory bodies.

Submission Guidelines for Category 5:

Offerors are requested to submit proposals that:

- Provide a comprehensive overview of their service offerings related to regulatory compliance and governance, highlighting key features and benefits.
- Demonstrate their experience and success in assisting similar organizations in achieving and maintaining compliance with relevant cybersecurity standards and regulations.
- Include case studies or examples of previous engagements in regulatory compliance and governance, showcasing their expertise and impact.
- Detail the scalability, interoperability, and customization capabilities of their solutions, explaining how these can be tailored to meet specific organizational needs.
- Offer information on support, maintenance, and any training services provided, emphasizing the vendor's commitment to long-term partnership and success in compliance efforts.

C.7. Category 6 - Managed Security and Professional Services

Objective: Partner with experts to enhance cybersecurity operations through managed services, focusing on professional guidance and seamless technology integration.

Scope of Services Required:

- **Managed Detection and Response (MDR):** Seeking 24/7 security monitoring and incident response services for continuous oversight and rapid threat mitigation.
- **Managed Vulnerability Identification and Remediation: Programs** aimed at proactive identification and patching of security vulnerabilities to fortify defenses.
- **Security Operations Center as a Service (SOCaaS):** Solutions offering scalable, expert-led security operations to enhance threat detection and response capabilities.

- **Managed Compliance Services:** Assistance in achieving and maintaining continuous compliance with regulatory requirements, simplifying the compliance process for internal teams.
- **Managed Endpoint Protection:** Services incorporating advanced antivirus, endpoint detection and response (EDR), and mobile security solutions for comprehensive endpoint defense.
- **Managed Network Security:** Comprehensive network security services, including managed firewalls, intrusion detection systems (IDS), and intrusion prevention systems (IPS), to safeguard critical network infrastructure.
- **Managed Cloud Security:** Customized solutions designed to protect cloud-based environments, supporting both multi-cloud and hybrid architectures.
- **Professional Services and Integration:** Emphasis on strategic consulting to develop actionable cybersecurity strategies, roadmaps, and specialized workshops. Additionally, the City seeks expertise in the seamless integration of security technologies within existing IT environments to enhance operational efficiency and cybersecurity posture.

Submission Guidelines for Category 6:

Offerors are requested to submit proposals that:

- Clearly outline their managed security services and professional service offerings, detailing how these services will enhance the organization's cybersecurity capabilities and compliance posture.
- Demonstrate a track record of successful service delivery in managed security, emphasizing experience in professional services and technology integration.
- Provide case studies or examples of successful implementations that highlight the impact of their services on client cybersecurity operations.
- Include information on the scalability, customization, and interoperability of their solutions to address evolving security challenges and business needs.

C.8. Category 7 - Emerging Technologies and Future-Proofing Services

Objective: Adopt and integrate advanced technologies for proactive threat defense and operational efficiency.

Scope of Services, Solutions & Tools Required:

- **Artificial Intelligence (AI) and Machine Learning (ML) based security tools** for predictive threat analysis, anomaly detection, and automated incident response, enhancing the efficiency and effectiveness of security operations.
- **Blockchain technologies** for secure, decentralized data management and identity verification, offering solutions for enhancing data integrity, securing transactions, and establishing trust without centralized authority.

- **Internet of Things (IoT) security solutions** for comprehensive device and network protection, addressing the unique challenges posed by the expanding IoT landscape, including device management, data security, and network segmentation.
- **Future-proofing consultations** to evaluate and implement emerging security technologies and methodologies, ensuring the organization's security posture can adapt to future threats and technological advancements. This includes assessments of quantum-resistant cryptography, 5G network security strategies, and the integration of cybersecurity considerations into emerging tech like AR/VR for training and operational purposes.

Submission Guidelines for Category 7:

Offerors are requested to submit proposals that:

- Outline their capabilities and experience in delivering the specified services.
- Demonstrate a clear understanding of future cybersecurity challenges and their readiness to adapt to technological advancements.
- Include evidence of previous successful implementations or case studies.
- Detail the scalability, integration capabilities, and support services of their solutions.

D. INSTRUCTIONS TO OFFERORS

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

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

City: The City of Tucson, Arizona

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

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

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

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

May: Indicates something that is not mandatory but permissible.

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

Must: The action or condition is required.

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

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

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

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

D.2. PRE-SUBMITTAL MEETING

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

D.3. INQUIRIES

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

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

D.4. ADDENDUM OF SOLICITATION

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

D.5. UNDERSTANDING SCOPE OF WORK

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

D.6. PREPARATION OF OFFER

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

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

D.7. PAYMENT DISCOUNTS

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

D.8. TAXES

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

D.9. EXCEPTIONS TO CONTRACT PROVISIONS

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

D.10. PUBLIC RECORD

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

D.11. CONFIDENTIAL INFORMATION

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

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

D.12. WHEN AND HOW TO SUBMIT OFFERS

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

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

D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

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

- A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.
- B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.
- C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.
- D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

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

D.14. WITHDRAWAL OF OFFER; BINDING OFFER

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

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

D.15. DISCUSSIONS

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

D.16. VENDOR REGISTRATION; BUSINESS LICENSE

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

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

E. OFFER EVALUATION AND CONTRACT AWARD

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

- A. Method of Approach
- B. Qualifications and Experience
- C. Support and Services
- D. Price Proposal

E.2. INTERVIEWS

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

E.3. ADDITIONAL INVESTIGATIONS

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

E.4. OTHER INFORMATION

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

E.5. PRICE

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

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

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

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

C. Reissue the solicitation.

E.7. CONTRACT NEGOTIATIONS

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

E.8. AWARD OF CONTRACT

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

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

E.9. MULTIPLE AWARDS

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

E.10. SUBMITTAL RESULTS

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

E.11. PROTESTS

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

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

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. The solicitation or Contract number;

- D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and
- E. The form of relief requested.

F. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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<p>1.</p>	<p>Method of Approach A. Provide a response to the Axia Cooperative Solicitation Attachment D.</p> <ol style="list-style-type: none"> 1. Include the following detailed response to Attachment D, Exhibit A <ol style="list-style-type: none"> a. Acknowledge section 2.0-2.3 by initialing this section. b. Provide a written response to Section 3.0 through 3.3, Axia Cooperative Response for National Cooperative Contract. c. Responses should highlight experience, demonstrate national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to Axia Cooperative. 2. The successful offeror will be required to sign (in Attachment D), Exhibit B, Axia Cooperative Administration Agreement. <ol style="list-style-type: none"> a. Offerors should review Exhibit B and should include any proposed exceptions to the Axia Cooperative Administration Agreement with their response. 3. The successful offeror is required to complete and sign (in Attachment D) Exhibit G – Federal Funds Certification. 4. Include a response to Exhibit H – New Jersey Business Compliance (satisfies the requirements for cooperative purchasing in New Jersey). <p>A. Complete the Offeror Questionnaire below.</p> <ol style="list-style-type: none"> 1. If appropriate, submit additional documentation demonstrating how the proposed solution, product and/or service satisfies the requirement or answers the question. The scope of the RFP includes the following seven categories. Please check the box next to each category for which you are proposing: <ol style="list-style-type: none"> a. ___ 1. Security Solutions and Tools b. ___ 2. Identity and Access Management (IAM) Solutions c. ___ 3. Data Security and Privacy d. ___ 4. Security Consulting and Advisory Services e. ___ 5. Regulatory Compliance and Governance Services 	<p>N/A</p>	<p>N/A</p>
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	<p>f. ___ 6. Managed Security and Professional Services</p> <p>g. ___ 7. Emerging Technologies and Future-Proofing Services</p> <p>2. For each item below, unless already noted, please identify which category/categories your response applies to. If the item is not applicable to the category/categories you are responding to, please enter "N/A." Please note that the City has provided some details on our specific requirements in the Scope of Work. Your responses below should address any deviations from those requirements. Every solution, product and service should be accompanied by pricing in the Pricing section of this RFP. Please include a full offering of all available solutions, products, and services.</p> <p>a. Please describe the Security solution(s) you are proposing (Category 1). If there are multiple solutions that are being offered and made available to the City and participating agencies through this contract, please detail them here.</p> <p>b. Please describe the Identity and Access Management (IAM) solution(s) you are proposing (Category 2). If there are multiple solutions that are being offered and made available to the City and participating agencies through this contract, please detail them here.</p> <p>c. Please describe the Data Security and Privacy solution(s) you are proposing (Category 3). If there are multiple solutions that are being offered and made available to participating agencies through this contract, please detail them here.</p> <p>d. What Security Assessment Methodology do you use? Describe the key aspects of the process.</p> <p>e. What definition of risk do you use? How does your Security Assessment Methodology generate risk ratings? Is your methodology qualitative, quantitative, or hybrid?</p> <p>f. How does your solution ensure zero disruption while conducting tests and gathering data?</p> <p>g. What minimum system and/or infrastructure requirements, if any, exist prior to implementing your proposed solution(s)?</p> <p>h. Please describe how your proposed solutions(s) measure effectiveness.</p> <p>i. Please describe your proposed vulnerability management processes. What happens when an asset requires patching?</p>		
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	<ul style="list-style-type: none">j. How does your proposed solution address unknown or zero-day threats?k. How effective, in percentage, is your proposed solution proven to be effective at preventing malware threats? Please provide factual evidence to support this.l. Please describe available reports generated by your proposed solution(s). Please include ability to generate custom reports.m. Please describe your proposed knowledge base. Is there a multi-customer knowledge base available? Is there a custom knowledge base available just for the City? How is this built and updated with current best practices? How are real world incidents documented and used for improving the knowledge base?n. If your firm is proposing Solutions (Categories 1 – 3), please outline any programs or certifications available for 3rd party consultants and service providers.o. What physical products, such as firewall devices, IDS (Intrusion Detection Systems), IPS (Intrusion Prevention Systems), etc., are available?p. Please provide a detailed description of a migration to your proposed solution(s). Be sure to include cost and time investments required by the City.q. Describe how AI is built into your proposed solution(s) and what interactions with AI tools the City can expect.r. Specific to Security Consulting and Advisory Services (Category 4), please detail your firm's scope of available services.s. Specific to Regulatory Compliance and Governance Services (Category 5), please detail your firm's scope of available services.t. Specific to Security Architecture and Integration Services (Category 6), please detail your firm's scope of available services.u. Specific to Emerging Technologies and Future-Proofing Services (Category 7), please detail your firm's scope of available services.v. If your firm is proposing Services only, please detail any software or programs you utilize in the course of delivering the services. Please detail if and how we have access to such software.		
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<p>2.</p>	<p>Qualifications & Experience</p> <p>A. If your firm is proposing Services only, please detail which solutions your firm has experience with. Include number of staff with relevant experience and credentials specific to each solution.</p> <p>B. If your firm is both the manufacturer of your solution and you are providing services, please detail your services team. Include number of staff with relevant experience and credentials specific to each solution.</p> <p>C. Provide a brief history and description of your firm. Discuss firm's national presence in the Cybersecurity industry. Please include information on previous company names and mergers, if applicable.</p> <p>D. Provide a list of all certifications related to Cybersecurity that your firm holds.</p> <p>E. Provide the total number and location of salespeople and customer service representatives employed by your firm.</p> <p>F. Provide the total number and locations of service / consulting professionals that you expect to work directly with the City.</p> <p>G. Detail your firm's experience working with government agencies. Specifically detail your experience with:</p> <ol style="list-style-type: none"> 1. Cities 2. Counties 3. School Districts 4. States 5. Colleges and Universities <p>H. Provide the number and location of support centers, if applicable.</p> <p>I. Provide a summary of your experience in performing work similar to that outlined in this solicitation.</p> <p>J. Provide a minimum of three references for which your firm has provided the same solution (please include organization name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.</p> <p>K. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s) that will be designated to work with the City. Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone</p>	<p>N/A</p>	<p>N/A</p>
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	<p>number, email, position, organization, and the work which the Offeror performed for the reference.</p> <p>L. Provide information regarding if your organization ever failed to complete any work awarded.</p> <p>M. Detail any instances where your firm was contracted to provide Cybersecurity Products, Solutions, and/or Services and a data or other breach occurred, if applicable. How did your firm respond? What was the cause of the breach? What was the result?</p> <p>N. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</p>		
3.	<p>Support and Services</p> <p>A. Please describe your proposed penetration testing service(s). Please include details of methods used and what scenarios (such as social engineering, phishing, etc.) these services are designed to address.</p> <p>B. Please describe how your proposed solution and/or service addresses false positives.</p> <p>C. Describe proposed incident severity levels. Who gets notified at each level?</p> <p>D. Please describe the incident response process. Include details as to what triggers the process, when legal and/or forensics teams become involved, and what communication (internally with a customer and externally with the media) procedures look like.</p> <p>E. At what point is a contingency plan put into place?</p> <p>F. Please detail available training programs. Are there any additional costs for these programs?</p> <p>G. How do you measure success for training programs?</p> <p>H. Please describe training available for individuals who fall victim to attacks, either real or simulated?</p> <p>I. What does your firm do to help us, the customer, endure a large-scale incident?</p> <p>J. Does your firm offer additional Cybersecurity services that have not been mentioned in this document but that we should consider?</p> <p>K. Does your firm allow for engagements that may require less than full time equivalent hours?</p>	N/A	N/A
4.	<p>Price Proposal Provide price proposal as requested on the Price Page attached as Attachment F herein.</p>	N/A	N/A

G. SPECIAL TERMS AND CONDITIONS

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

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

G.2. COOPERATIVE PURCHASING

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and Axia Cooperative or entered into a Cooperative Purchasing Agreement with the City of Tucson's Department any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperative agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Add Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdo> agencies. The parties agree that these lists are subject to change. Any orders placed to, or services requested by each participating agency. Payment for purchases made under this agreement will be the sole The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a p

[View Comment](#)

G.3. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

G.4. LIVING WAGE REQUIREMENTS

Contractor will comply with all applicable provisions of the City's Living Wage Ordinance (Article XIV of the Tucson Procurement Code). Contractor will, upon request, affirm in writing that Contractor is in compliance and will provide City with information and documentation demonstrating that compliance. The City's Living Wage ordinance can be found at the following link: https://tucsonprocurement.com/bidders_livingwage.aspx.

G.5. PRICE ADJUSTMENT

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

G.6. TERM AND RENEWAL

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

G.7. TRAVEL EXPENSE ALLOWANCES

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

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

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

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

Meals provided for by another agency or others will be subtracted, if the per diem allowance is elected. For days of arrival and departure, the per diem amount will be determined by adding the amounts below for each meal the Consultant eats at the travel destination. The FY12 meal per diem for Tucson, Arizona is as follows:

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

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

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

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

H. INSURANCE REQUIREMENTS

H.1. Required Insurance Policies

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

H.2. Commercial General Liability

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

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

H.3. Commercial Automobile Liability

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

H.4. Worker's Compensation

Policy must have coverage limits no lower than:

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

H.5. Professional Liability - Technology Errors & Omissions

Policy must have coverage limits no lower than:

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

H.6. Network Security (Cyber) and Privacy Liability

Policy must have coverage limits no lower than:

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

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

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

H.7. Policy Change Notice

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

H.8. Additional Insured

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

H.9. Claims-Made Coverage

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

H.10. Additional Requirements

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

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

H.11. Verification of Coverage

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

H.12. Subcontractors

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

H.13. Public Entities

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

H.14. Sufficiency of Coverage

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

I. STANDARD TERMS AND CONDITIONS

I.1. ADVERTISING

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

I.2. COMPLIANCE WITH LAWS

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

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

I.3. GOVERNING LAW AND VENUE

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

I.4. ARBITRATION

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

I.5. ASSIGNMENT

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

I.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and

conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

I.7. PROTECTION OF CITY PROPERTY

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

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

I.8. COMMENCEMENT OF WORK

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

I.9. CONFIDENTIALITY OF RECORDS

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

I.10. CONTRACT ADDENDA; ADDITIONAL WORK

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

I.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City,

constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

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

I.12. SEVERABILITY

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

I.13. DUPLEXED/RECYCLED PAPER

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

I.14. NON-DISCRIMINATION

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

I.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

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

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

I.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

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

I.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the

party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

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

I.18. GRATUITIES

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

I.19. CONFLICTS OF INTEREST

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

I.20. INDEMNIFICATION

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

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

I.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

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

I.22. INDEPENDENT CONTRACTOR

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

I.23. INSPECTION AND ACCEPTANCE

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

I.24. ISRAEL BOYCOTT DIVESTMENT

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

I.25. LICENSES

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

I.26. NON-EXCLUSIVE CONTRACT

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

I.27. OVERCHARGES BY ANTITRUST VIOLATIONS

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

I.28. PAYMENT

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

I.29. PROVISIONS REQUIRED BY LAW

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

I.30. FINANCIAL RECORDS AND AUDITS

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.
- B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

- C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.
- D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).
- E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.
- F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

I.31. RIGHT TO ASSURANCE

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

I.32. RIGHT TO INSPECT

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

I.33. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or

accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

I.34. SUSPENSION OF WORK

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

I.35. TERMINATION OF CONTRACT

- A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.
- B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.
- C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

I.36. TITLE AND RISK OF LOSS

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

I.37. ACCEPTANCE

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

I.38. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

- A. the City of Tucson minimum wage

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

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

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

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

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

I.39. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

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

J. VENDOR QUESTIONNAIRE

J.1. Discounts

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

J.2. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

City of Tucson Business License

If yes on the above question please upload your business license.

J.3. Forms to be filled out

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

- A. Technical Proposal
- B. Pricing Proposal
- C. Offer and Acceptance Form
- D. Attachment B - COT ARPA Terms and Conditions
- E. Attachment D - Axia Cooperative Solicitation Attachments for Cybersecurity COT
- F. Attachment F - Cybersecurity Price Sheet

Technical Proposal*

Please upload your Vendor Response to Evaluation Criteria.

*Response required

Pricing Proposal

Please upload your Pricing Proposal (if applicable).

Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

Confidential Information

Does your response to this solicitation contain a request to hold some portion of your response confidential and withhold from public record?

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

- Yes
- No

Confidential Information*

Does your response to this solicitation contain a request to hold some portion of your response confidential and withhold from public record?

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

*Response required

Exceptions*

In accordance with Paragraph D.9 of the Instructions to Offerors, any exceptions that an offeror wishes to submit for the City's consideration must be indicated here in order to be considered.

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

*Response required

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

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

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

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

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

This _____ day of _____ 20____

This _____ day of _____ 20____

As Tucson City Attorney and not personally
personally

As Director of Business Services and not