

**GILA COUNTY**

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**BID CALL 080310-1  
REQUEST FOR PROPOSALS**

**GENERAL LEDGER TREASURER'S BANKING  
SOFTWARE AND SUPPORT**

**BIDDER'S INFORMATION  
CONTRACT DOCUMENTS AND SPECIFICATIONS**



**\*BOARD OF SUPERVISORS\***  
Michael A. Pastor, Chairman  
Tommie C. Martin, Vice Chairman  
Shirley L. Dawson, Member

**\*COUNTY MANAGER\***  
Don E. McDaniel Jr.



**GILA COUNTY  
 NOTICE OF REQUEST FOR SEALED PROPOSALS  
 BID NO.: 080310-1 TREASURER'S GENERAL LEDGE SOFTWARE & SUPPORT**

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to provide General Ledger Treasurer's Banking Software, Support and Maintenance for the Gila County Treasurer's Office.

**SUBMITTAL DUE DATE:** 11:00 AM, Local AZ Time, Wednesday, September 15, 2010

**RETURN PROPOSAL TO:** GILA COUNTY PUBLIC WORKS  
 GUERRERO COMPLEX  
 1400 EAST ASH STREET  
 GLOBE, ARIZONA 85501

**NOTICE IS HEREBY GIVEN**, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Public Works Division, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Public Works Guerrero Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. Late proposals shall not be considered. The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested Bidders may obtain a copy of this solicitation by calling the Gila County Public Works Department at 928-402-8612. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding the technical aspects of this Request for Proposals shall be directed to: Debi Savage, County Treasurer, PH. 928-402-8700. Questions regarding the general terms and conditions of this Request for Proposals should be directed to: Valrie Bejarano, 928-402-8612

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **September 1 and 8, 2010**

Signed:   
 Bryan B. Chambers, Chief Deputy County Attorney  
 for Daisy Flores, County Attorney

Date: 8/16/2010

Signed:   
 Don E. McDaniel Jr., County Manager

Date: 8/31/10

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**SCOPE OF SERVICES**

It is the intent of the Gila County Treasurer's Office to award a contract to a qualified Contractor for the General Ledger Treasurer's Banking Software, Support and Maintenance.

The Contractor shall license such software to the County and sell, deliver, and provide to the County hardware, implementation, support and maintenance services.

Contractor services shall include but not be limited to Project Management, Software and Hardware Installation and Configuration, Testing of Software, and On-Site/Off-Site Training of County Treasurer's Staff.

Contractor shall work with the Arizona Department of Revenue to provide it with the state requirements.

See page 17-18 of Bid Packet for Price Proposal.

The County would also like to have the option, if they so choose, to purchase the Tax Billing and Collections Software, hardware, implementation and support, at a later date.

Mention of a brand name(s) or component(s) is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make.

**INFORMATION REQUESTS**

Requests for additional information relating the *Scope of Services* should be directed to: Debi Savage, (928)402-8700, [dsavage@co.gila.az.us](mailto:dsavage@co.gila.az.us).

Requests for additional information relating to the instruction or general conditions of this bid should be directed to: Valrie Bejarano (928)402-8612, [vbejarano@co.gila.az.us](mailto:vbejarano@co.gila.az.us).

**PROPOSAL EVALUATION PROCESS**

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Firm whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria:

**Evaluation Criteria**

- |  |             |
|--|-------------|
| 1. Experience in bid specific software and support (Reference page 19)               | (25 points) |
| 2. Verifiable past performance history of similar contracts (Reference List page 19) | (35 points) |
| 3. Proposal Cost (Cost Sheet page 17-18)   | (40 points) |

**Firm must provide copies of all required Arizona Certifications in handling the scope of service provided in this request for proposals.**

**INSTRUCTIONS TO BIDDERS**

**IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".**

**EXHIBIT "A" INSTRUCTIONS TO BIDDERS**

**Preparation of Sealed Proposal**

- A. Sealed Proposals will be received by the Gila County Public Works Division, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Instructions to Bidders continued...

**Amendments**

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 24.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

**Inquires**

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, September 9, 2010 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Proposal results ARE NOT provided in response to telephone inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Public Works offices and available for review after contract award.

**Late Proposals**

Any proposal received later than the date and time specified on Notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any Contractor submitting a late Proposal shall be so notified.

**Submittal Proposal Format:**

**It is requested that One (1) Original and Two (2) copies ( 3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.**

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.

REQUEST FOR SEALED PROPOSALS

BID NO. 080310-1

*Instructions to Bidders continued....*

- B. The Contractor 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, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
  3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

**The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "GENERAL LEDGER TREASURER'S BANKING SOFTWARE & SUPPORT", Bid No., "080310-1", Date "September 15, 2010", and time "11:00 AM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice.**

**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Proposals; or portions thereof; or
    3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

**Protests**

Only other Contractors who have submitted a bid proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

General Terms & Conditions continued...

**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the 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.

**EXHIBIT "B" BIDDER AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 25, BIDDERS OFFER PAGE, Exhibit "D" Bidders Qualification and Certification forms(s) pages 15-16.

**Overcharges by Antitrust Violations**

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

**Authority to Contract**

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

**Contract Amendments**

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

General Terms & Conditions continued...**Contract Default**

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
  2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**Co-op Use of Contract – Intergovernmental Purchasing**

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

**Cancellation of County Contracts**

This contract is subject to the cancellation provisions of A.R.S. 538-511.

**Termination of Contract**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

General Terms & Conditions continued....

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**Indemnification Clause**

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs.

## **General**

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

**Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Finance Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.**

**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS**

**Purpose**

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide General Ledger Treasurers Banking Software and Support to the Gila County Treasurer's Office.

**This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.**

**SECTION 1.0**

**General Purpose**

- 1.1 All product specifications are minimum.
- 1.2 Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Contractor shall review its Proposal submission to assure the following requirements are met.
  - 1.5.1 One (1) original and two (2) copies, total of three (3), all with original signatures, shall be submitted at time of bid opening.
  - 1.5.2 Qualification and Certification Forms (page 15-16)
  - 1.5.3 Price Sheet (page 17-18)
  - 1.5.4 References List (page 19)
  - 1.5.5 No Collusion Certification (page 20)
  - 1.5.6 Intentions Concerning Subcontracting (page 21)
  - 1.5.7 Legal Arizona Workers Act Compliance (page 22)
  - 1.5.8 Anti-Terrorism Warranty (page 23)
  - 1.5.9 Checklist & Addenda Acknowledgment (page 24)
  - 1.5.10 Offer Page (pages 25-26)

*Minimum Specifications continued...*

## **SECTION 2.0**

### **Proposal Pricing & Term**

- 2.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of two (2) years unless terminated or canceled as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
- 2.3 Profit costs may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisor's approval by an amendment to the contract prior to any such extension.

## **SECTION 3.0**

### **Ordering and Delivery:**

- 3.1 **ORDERING:** Gila County does not warrant the order of any equipment or services prior to actual need. Gila County's personnel may re-order equipment or services as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY:** Gila County Treasurer's Office, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

## **SECTION 4.0**

### **4.1 Evaluation of Proposal and Negotiations**

The Finance Director may appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Invitation for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Invitation for Proposals.

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the County files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Proposal

Minimum Specifications continued...

**4.2 Negotiations with Individual Contractors**

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.

**4.2 Negotiations with Individual Contractors**

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.
  - a. Any Response to a request for Clarification of a Proposal shall be in writing.
  - b. Gila County shall keep a record of all Negotiations.
- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
  - a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
  - b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.
- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
  - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
  - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 080310-1 General Ledger Treasurer's Banking Software and Support

The applicant submitting this Proposal warrants the following:

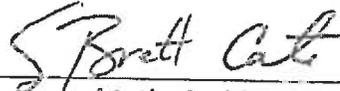
1. Name, Address, and Telephone Number of Principal Contractor:  
Tyler Technologies, Inc.  
5519 53rd Street  
Lubbock, TX 79414 - 800-646-2633
2. Had Contractor (under its present or any previous name) ever failed to complete a contract? \_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your Contractor's present or any previous name)? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
  - a. A brief history of the Contractor. Please see section 1.0 of this RFP Response
  - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference. Please see Section 4.0 of this RFP Response
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference. Please see Section 3.0
  - d. List the specific qualifications the Contractor has in supplying the specified services. Please see
  - e. Gilia County reserves the right to request additional information. Section 1.0

Qualification & Certification continued...

6. Contractor Experience Modifier (e-mod) Rating in Arizona: n/a  
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Contractor Business Arizona License Number: n/a  
(If Applicable)



Signature of Authorized Representative

S. Brett Cate

Printed Name

President - Local Govt. Division

Title

Addendum to Bid

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 080310-1 General Ledger Treasurer's Banking Software and Support. (Cost proposed equals 40% of evaluation criteria as noted on page 3 of bid packet.)

Contractor Name: Tyler Technologies

Phone No.: 800-646-2633

Banking Software: Tyler Eagle Treasurer

<i>*LICENSE FEES - SOFTWARE</i>	<i>**COSTS</i>
SOFTWARE TOTAL COST	\$ 48,320

<i>*SERVICES</i>	<i>**COSTS</i>
SERVICES TOTAL COST	\$ 44,540
Estimated Travel (not-to-exceed)	\$14,130

SOFTWARE AND SERVICE COST = \$106,990.00

Annual Maintenance Cost	\$ 12,557.00
-------------------------	--------------

*CLIENT shall not be liable to COMPANY for travel expenses in excess of Fourteen Thousand One Hundred Thirty Dollars (\$14,130) for the services set forth in the Investment Summary. CLIENT shall be liable to COMPANY for travel expenses associated with any additional services requested or approved by CLIENT. Any additional travel expenses shall be pre-approved in writing by the County."*

**\*CONTRACTOR SHALL ATTACH A SHEET TO THE PRICE SHEET SHOWING THE BREAK DOWN AND DETAILED DESCRIPTION OF EACH OF THE ABOVE COSTS.**

~~The County would like to also have the option of Lease Purchase. Please provide a Quote Sheet showing the cost break down of this option.~~

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. (Experience = 25% and Past Performance = 35% of evaluation criteria)

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company: Yuma County Treasurer, AZ  
Contact: Anna Hernandez, Chief Deputy Treasurer  
Phone: 928-539-7781  
Address: 410 Maiden Lane, Suite C, Yuma, AZ 85364  
Job Description: Yuma County has been a customer since 2001. Yuma is currently upgrading to Tyler's latest version of Eagle Treasurer.
  
2. Company: Coconino County Treasurer, AZ  
Contact: Bonny Lynn, County Treasurer  
Phone: 928-679-8188  
Address: 219 Cherry Ave., Flagstaff, AZ 86001  
Job Description: Awarded a Tyler contract for Eagle Treasurer and Eagle Assessor in 2009 and are currently being installed
  
3. Company: Summit County Treasurer, UT  
Contact: Ron Boyer, IT Director  
Phone: 435-335-3143  
Address: 60 N Main, Coalville (Park City), UT 84017  
Job Description: This County awarded Tyler a contract for Eagle Treasurer, Eagle Recorder and Eagle Assessor.

Tyler Technologies, Inc.

Name of Business

*Brett Cate*

Signature of Authorized Representative

President - Local Govt. Division

Title

**AFFIDAVIT BY BIDDER  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA            )  
  )ss  
COUNTY OF GILA            )

S. Brett Cate

(Name of Individual)

being first duly sworn, deposes and says:

That he is President  
(Title)

Of Tyler Technologies, Inc. - Local Govt. Division and  
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on GENERAL LEDGER TREASURER'S BANKING SOFTWARE AND SUPPORT, GILA COUNTY, BID CALL NO. 080310-1 and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said Tyler Technologies, Inc.  
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned service.

Tyler Technologies, Inc.

Name of Business

S. Brett Cate

By

President - Local Govt. Division

Title



Subscribed and sworn to before me this 8<sup>th</sup> day of September, 2010.

Darla McAndrew  
Notary Public

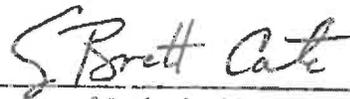
My Commission expires: 10/5/2010

**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on Bid No. 080310-1 General Ledger Treasurer's Banking Software and Support, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and Arizona ROC. List must be provided in a sealed envelope marked "List of Subcontractors".

- YES, it is my intention to subcontract a portion of the work.
- NO, it is not my intention to subcontract a portion of the work.



\_\_\_\_\_  
Signature of Authorized Representative

S. Brett Cate

\_\_\_\_\_  
Printed Name

President - Local Govt. Division

\_\_\_\_\_  
Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor..



\_\_\_\_\_  
Signature of Authorized Representative

S. Brett Cate

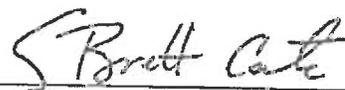
\_\_\_\_\_  
Printed Name

President - Local Govt. Division

\_\_\_\_\_  
Title

ANTI-TERRORISM WARRANTY

Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.



\_\_\_\_\_  
Signature of Authorized Representative

S. Brett Cate

\_\_\_\_\_  
Printed Name

President - Local Govt. Division

\_\_\_\_\_  
Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	X
PRICE SHEET	X
NO COLLUSION IN BIDDING	X
INTENTIONS IN SUBCONTRACTING	X
LEGAL ARIZONA WORKERS ACT COMPLIANCE	X
ANTI-TERRORISM WARRANTY	X
CHECKLIST & ADDENDA ACKNOWLEDGMENT	X
OFFER PAGE	X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

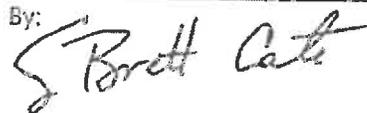
Signed and dated this 9 day of September, 2010

Tyler Technologies, Inc.

Contractor:

S. Brett Cate

By:



Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 080310-1 General Ledger Treasurer's Banking Software and Support. All proposals shall be filed with the Gila County Public Works Division in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before September 15, 2010, by 11:00 AM.

OFFER PAGE

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

**CONTRACT NUMBER: 080310-1 General Ledger Treasurer's Banking Software and Support**

Contractor Submitting Proposal:

For clarification of this offer, contact:

Tyler Technologies, Inc.  
Company Name  
5519 53rd Street  
Address  
Lubbock, TX 79414  
City State Zip

Name: Craig Dixon  
Phone No.: 760-722-8054  
Fax: 806-797-4849  
Email: craig.dixon@tylertech.com



S. Brett Cate  
Signature of Authorized Person to Sign  
S. Brett Cate  
Printed Name  
President - Local Govt. Division  
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

**ACCEPTANCE OF OFFER**  
(For Gila County use only)

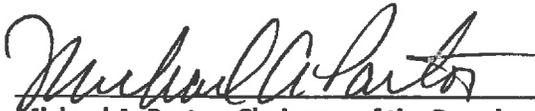
**The Offer is hereby Accepted:**

The Contractor Tyler Technologies, Inc. is now bound to provide the materials or services listed in RFP No.: 030410-1 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 080310-1. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

**GILA COUNTY BOARD OF SUPERVISORS:**

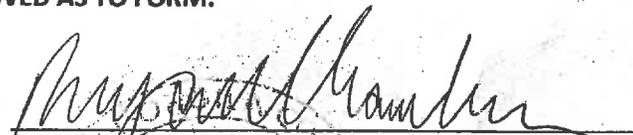
Awarded this 14<sup>th</sup> day of December, 2010

  
Michael A. Pastor, Chairman of the Board

**ATTEST:**

  
Marian Sheppard, Chief Deputy Clerk of the Board

**APPROVED AS TO FORM:**

  
Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney

