



CITY OF PHOENIX

**PARKS AND RECREATION DEPARTMENT
Management Services Division
200 West Washington Street 16th Floor
Phoenix, AZ 85003**

Operations and Maintenance of Smith Park Recreation Center

**REQUEST FOR PROPOSALS
PKS-RFP-20-14**

Submit proposals and requests for alternate formats to:

Isis Sanchez, Procurement Officer
City of Phoenix Parks and Recreation Department
200 West Washington Street, 16 Floor
Phoenix, Arizona 85003-1611
Telephone: (602) 534-6986 (7-1-1 Friendly)
isis.sanchez@phoenix.gov

<https://solicitations.phoenix.gov/Solicitations/835>

Date posted on website Friday, October 2, 2020

This RFP does not commit the City to award any agreement.
All dates subject to change.



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1. DESCRIPTION

1.1. The City of Phoenix invites proposals for the maintenance and operation of the recreation facility at **Smith Park** located at **4030 West Sherman Road in Phoenix, Arizona 85009** for a five (5) year period with an option to extend for an additional five (5) year period commencing on or about November 1, 2020, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by the City of Phoenix Parks and Recreation Board, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

1.2. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

1.3. Notwithstanding the foregoing, the Contract will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of the Contract.

2. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION:

Vendors must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any proposal from a Proposer who has not registered.

3. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE / ADDITIONAL DETAILS
Pre-Proposal Conference and Site Tour Registration to: isis.sanchez@phoenix.gov	October 12, 2020 by 5:00 PM (Location will be provided after Registration)
Pre-Proposal Conference and Site Tour *Potential Proposers Must Pre-Register by 5:00pm October 12, 2020 if interested in attending	October 13, 2020 @ 10:30 AM Site Tour will immediately follow Conference
Written Inquiries Due Date	October 15, 2020 at 12:00 PM
Proposal Due Date (electronic)	October 22, 2020 at 12:00 PM
Proposal Submittal Location	Via email to Isis Sanchez at isis.sanchez@phoenix.gov

The City reserves the right to change dates and/or locations as necessary, and the City does not always hold a Pre-Proposal Conference or Site visit.



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4. PREPARATION OF PROPOSAL:

4.1 All forms provided in Submittal Section must be completed and submitted with the proposal. The signed and completed Solicitation Disclosure form must be included or your proposal may be deemed non-responsive.

4.2 It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the proposal must be initialed in original ink by the authorized person signing the proposal. No proposal will be altered, amended or withdrawn after the specified proposal due date and time. The City is not responsible for Proposer's errors or omissions.

4.3 All time periods stated as a number of days will be calendar days.

4.4 It is the responsibility of all Proposers to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an proposal. Negligence in preparing an proposal confers no right of withdrawal after due date and time. Proposers are strongly encouraged to:

4.4.1 Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

4.4.2 Study and carefully correlate Proposer's knowledge and observations with the solicitation and other related data.

4.4.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in or between the solicitation and other related documents.

4.4.4 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Proposer is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

4.4.5 Proposers are reminded that the specifications stated in the solicitation are the minimum level required and that proposals submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Proposals offering less than any minimum specifications or criteria specified are not responsive and should not be submitted

4.4.6 **Health and Public Safety During the COVID-19 Pandemic:** The health and safety of the public during the COVID-19 pandemic remains a top priority for federal, state and local government agencies. To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers, and the public, it is important for all businesses to follow the Occupational Safety and Health Administration (OSHA) planning guidance for workplaces. In addition, while encouraging productive and healthy daily life and supporting agency missions, businesses are required to follow guidelines issued by the Centers for Disease Control and Prevention (CDC).

5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:



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Interested Proposers may download the complete solicitation and addenda from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested Proposers without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Parks and Recreation Department, Management Services Division, 200 West Washington Street 16th Floor, Phoenix, AZ 85003. It is the Proposer's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their proposal.

6. EXCEPTIONS:

Proposer must not take any exceptions to any terms, conditions or material requirements of this solicitation. Proposals submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Proposers must conform to all the requirements specified in the solicitation. The City encourages Proposers to send inquiries to the procurement officer rather than including exceptions in their Proposal.

7. INQUIRIES:

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Proposers on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning, or issues related to this solicitation must be presented electronically submitted by the date identified on Page 3 via email to isis.sanchez@phoenix.gov.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

8. ADDENDA:

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Proposer must acknowledge receipt of any/all addenda by signing and returning the document with the proposal submittal.

9. BUSINESS IN ARIZONA:

The City will not enter contracts with Proposers (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Proposer asserts a statutory exception prior to entering a contract with the City.

10. LICENSES:

If required by law for the operation of the business or work related to this Proposal, Proposer must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

11. CERTIFICATION:

By signature in the proposal section of the Proposal and Acceptance page(s), Proposer certifies:

- The submission of the proposal did not involve collusion or other anti-competitive practices.
- The Proposer must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.



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- The Proposer has not given, or 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 proposal.

12. SUBMISSION OF PROPOSAL:

Proposals must be received by the Procurement Officer of the Department on or prior to the exact time and date indicated in the Schedule of Events. The City of Phoenix will accept proposals electronically ONLY, for this RFP process. No hardcopies will be accepted.

13. WITHDRAWAL OF PROPOSAL:

At any time prior to the solicitation due date and time, a Proposer (or designated representative) may withdraw the proposal by submitting a request in writing and signed by a duly authorized representative.

14. PROPOSAL RESULTS:

Proposals will be opened on the proposal due date and time indicated in the Schedule of Events and posted to the website by close of business on the due date. Proposals and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Proposals are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post any updates to the proposal tabulation on the City's website, <https://www.phoenix.gov/solicitations> within five calendar days of the proposal opening, if any. Once the City has evaluated the proposals, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Proposers.

15. PRE-AWARD QUALIFICATIONS:

15.1. Proposer must have been in operation a minimum of three (3) years. The Proposer's normal business activity during the past three (3) years will have been for providing the services in this solicitation. (This information must be provided in the Submittal section, Years in Business and Customer Reference Listing of this solicitation.)

15.2. Upon notification of an award the Proposer will have ten (10) calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

16. AWARD OF CONTRACT:

16.1. Unless otherwise indicated, award(s) will be made to the most responsive, responsible Proposer(s) who are regularly established in the services contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

16.2. Factors that may be considered by the City include:

- Technical capability of the Proposer to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- Satisfactory Safety record; and,



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- Vendor history of complaints and termination for convenience or cause.

16.3. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all proposals or portions thereof; or (3) reissue a solicitation.

17. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

The City reserves the right to disqualify any Proposer based on any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Proposer submitting a proposal herein waives any right to object now or at any future time, before any agency or body, including but not limited to, the City Council of the City of Phoenix or any court.

18. SOLICITATION TRANSPARENCY POLICY:

- a. Commencing on the date and time a solicitation is published, potential or actual Proposers or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all proposals or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.
- b. As long as the solicitation is not discussed, Proposers may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Proposers may not discuss the solicitation with any City employees or evaluation panel members.

19. SITE INSPECTION:

A one-time walk-through site inspection tour will be conducted at the date and time indicated in the Schedule of Events. Submission of a proposal will be prima facie evidence that the Proposer did, in fact, make a site inspection and is aware of all conditions affecting performance and proposal prices. (COVID-19 NOTE: During the tour all Centers for Disease Control guidelines must be followed at all times during the tour including social distancing and face masks.)

20. EVALUATION OF COMPETITIVE SEALED PROPOSALS:

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

21. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

21.1. Proposals will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

21.2. Responsiveness: Nonresponsive Proposals will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Proposals (as the case may be) will render a Proposal nonresponsive.



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21.3. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and a Proposal that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Proposer remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so in writing, the City may determine the Proposal to be nonresponsive.

21.4. Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Proposer be a responsible contractor. Responsibility includes the Proposer's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

21.5. The Procurement Officer will review each Proposal to determine if the Proposer is responsible. The City's determination as to whether a Proposer is responsible will be based on all information furnished by the Proposer, interviews (if any), and information received from Proposer's references, including information about Proposer's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Proposer agrees to permit by submitting its Proposal, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

21.6. The Proposer's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Proposer.

22. PROPOSALS NOT WITHIN THE COMPETITIVE RANGE:

The City may notify Proposers of Proposals that the City determined are not in the Competitive Range.

23. DISCUSSIONS WITH PROPOSERS IN THE COMPETITIVE RANGE:

23.1. The City will notify each Proposer whose Proposal is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Proposer. Each Proposer so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Proposal. The Proposers in the competitive range may be required to provide a demonstration of their product.

23.2. Demonstrations - Proposers in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

23.3. If a Proposal in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject



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any and all conditions, exceptions, reservations and understandings, and the City may instruct any Proposer to remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so, the City may determine the Proposal is nonresponsive, and the City may revoke its determination that the Proposal is in the Competitive Range.

23.4. To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Proposer about other Proposals received in response to this solicitation. During discussions with Proposers in the Competitive Range, the City will not give Proposers specific prices or specific financial requirements that Proposers must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Proposers will not be told of their relative rankings before Contract award.



SECTION II – STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Proposal as non-responsive.

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

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

“A.R.S.” Arizona Revised Statute

“Buyer” or “Procurement Officer” City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor’s performance under this contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

"Contract" or "Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.

"Days" Means calendar days unless otherwise specified.

"Deputy Finance Director" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

"Employer" Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).



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“Proposal”	Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
“Proposer”	Any Vendor, Seller or Supplier submitting a competitive proposal in response to a solicitation from the City. Same as Bidder or Proposer.
“Solicitation”	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, bids or quotes from suppliers.
“Suppliers”	Firms, entities or individuals furnishing goods or services to the City.
“Vendor or Seller”	A seller of goods or services.

2. CONTRACT INTERPRETATION:

2.1. APPLICABLE LAW: This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

2.2. CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

- 2.2.1. Special terms and conditions
- 2.2.2. Standard terms and conditions
- 2.2.3. Amendments
- 2.2.4. Statement or scope of work
- 2.2.5. Specifications
- 2.2.6. Attachments
- 2.2.7. Exhibits
- 2.2.8. Instructions to Contractors
- 2.2.9. Other documents referenced or included in the Solicitation

2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER: The Contract resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the contract are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other



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employee benefits and all taxes and premiums appurtenant thereto concerning such persons and will save and hold the City harmless with respect thereto.

2.4. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

2.5. NON-WAIVER OF LIABILITY: The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.6. PAROL EVIDENCE: The Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION:

3.1. RECORDS: All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.

3.2. DISCRIMINATION PROHIBITED: Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of the contract entered into by supplier/lessee.

3.3. EQUAL EMPLOYMENT OPPORTUNITY AND PAY: In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.



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For a Contractor with 35 employees or fewer: Contractor in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Contract that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of the contract entered into by supplier/lessee.

For a Contractor with more than 35 employees: Contractor in performing under the Contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of the Contract entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

- 3.3.1. Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
- 3.3.2 Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

3.4. LEGAL WORKER REQUIREMENTS: The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

- 3.4.1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.



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- 3.4.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 3.4.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

3.5. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS: The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor will provide the City:

- 3.5.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
- 3.5.2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

3.6. COMPLIANCE WITH LAWS: Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

3.7. LAWFUL PRESENCE REQUIREMENT: Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will proposal the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies

3.8. CONTINUATION DURING DISPUTES: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.



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4. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES:

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure by the successful proposer to collect applicable taxes from the City shall not relieve the successful proposer from its obligation to remit taxes. It is the responsibility of the prospective Proposer to determine any applicable taxes. The City will look at the price or proposal submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Proposal. You may also find information at [Phoenix Tax Division](#) or [State of AZ Department of Revenue](#). Once your Proposal is submitted, the Proposal is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the successful proposer will be liable to the City for that amount, and by contracting with the City agrees to remit any overpayments back to the City for miscalculations on taxes included in an Proposal price.

5. TAX INDEMNIFICATION:

The successful proposer shall, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the successful proposer. The successful proposer shall, and require the same of all subcontractors, hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

6. TAX RESPONSIBILITY QUALIFICATION:

The successful proposer may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use taxes or similar excise taxes, are currently paid (except for matters under legal protest). The successful proposer agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. The successful proposer agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating the successful proposer's qualifications for and compliance with contract for duration of the term of contract.



SECTION III – SPECIAL TERMS & CONDITIONS

CITY OF PHOENIX

SECTION III – SPECIAL TERMS & CONDITIONS

1. PAYMENT:

The selected Contractor will pay a monthly rent payment in the amount of \$500 with an annual escalator of 3%. The first monthly rent payment will be due 30 days after contract execution. The City will pay for the utilities related to the building however, the selected Contractor should make every effort to keep utility costs at a minimum and practice conservation measures responsibly.

2. COVID-19 PROCLAMATIONS:

While encouraging productive and healthy daily life and supporting agency missions, Contractors will agree to comply with COVID-19 Proclamations including following Centers for Disease Control (CDC) guidelines and recommendations for practicing appropriate social distancing, disinfecting, and following other guidance for in-person face-to-face interaction to reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers, and the public. Contractors will be required to follow and implement the Occupational Safety and Health Administration (OSHA) planning guidance for workplaces with COVID-19 updates.

3. CONFIDENTIALITY AND DATA SECURITY:

3.1 All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with the Contract is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement. Except as specifically provided in the Contract, the Changes or personal identifying information or information subject to Payment Card Industry Standards becomes part of the Agreement. Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.

3.2 Proposer agrees to abide by all current applicable legal and industry data security and privacy requirements and to notify the City immediately if the scope of work

3.3 Proposer agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.

3.4 A violation of this Section may result in immediate termination of the Contract without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

4. STRICT PERFORMANCE:

Failure of either party to insist upon the strict performance of any item or condition of the proposal or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this proposal or by law will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

5. LICENSES AND PERMITS:

Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.



SECTION III – SPECIAL TERMS & CONDITIONS

CITY OF PHOENIX

6. EXCLUSIVE POSSESSION:

All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used or released by the Contractor or any other person except with prior written permission by the City.

7. POST AWARD CONFERENCE:

A post award conference will be held by City staff prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

8. HOURS OF WORK:

All work under this contract shall be coordinated with the City's authorized representative for this site. Any changes to the established schedule must have prior written approval by the City's authorized representative.

9. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT:

9.1 Contractor and Subcontractor Workers Background Screening:

9.1.1 Contractor agrees that all Contractor and subcontractors' workers (collectively "Contractor's Worker(s)") that Contractor furnishes to the City pursuant to the contract will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise addressed in the Scope of Work.

9.1.2 The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

9.1.3 The background screening provided by Contractor will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare.

9.1.4 The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this contract Contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.

9.1.5 Unless otherwise addressed in the scope of work, the contracting department will review and approve maximum risk background check results provided by the Contractor. Information to verify the results will be returned to the Contractor after the City's review. The City will not keep records related to background checks. The City will only respond with an approve or deny.

9.2 Background Screening Level: Because of the varied types of services performed, the City has established two levels of risk and associated background screening: Standard and Maximum risk. The current risk level and background screening required is **MAXIMUM RISK**.

9.3 Maximum Risk Level: A maximum risk background screening will be performed



SECTION III – SPECIAL TERMS & CONDITIONS

CITY OF PHOENIX

every five years when the Contract Worker's work assignment will:

- 9.3.1 work directly with vulnerable adults or children, (under age 18); or
- 9.3.2 any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- 9.3.3 unescorted access to:
- 9.3.4 City data centers, money rooms, high-valve equipment rooms; or
- 9.3.5 unescorted access to private residences; or
- 9.3.6 access to critical infrastructure sites/facilities; or
- 9.3.7 direct or remote access to Criminal Justice Information Systems
- 9.3.8 (CJIS) infrastructure.

9.4 Requirements: The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

10. Contractor Certification; City Approval of Maximum Risk Background Screening:

- 10.1** Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:
- 10.1.1 determining whether Contract Worker(s) are disqualified from
 - 10.1.2 performing work for the City for maximum risk level background checks; and,
 - 10.1.3 submitting pass/fail results to the City for approval; and,
 - 10.1.4 for reviewing the results of the background check every three to five
 - 10.1.5 years, dependent on scope; and,
 - 10.1.6 to engage in whatever due diligence is necessary to make the
 - 10.1.7 decision on whether to disqualify a Contract Worker; and,
 - 10.1.8 Submitting the list of qualified Contract Workers to the contracting department; and,
 - 10.1.9 If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
 - 10.1.10 For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Contract apply.
 - 10.1.11 By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
 - 10.1.12 The City final documented decision will be an "approve" or "deny" for identified Contract Workers.
 - 10.1.13 The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or



SECTION III – SPECIAL TERMS & CONDITIONS

CITY OF PHOENIX

any contracted agency that assists with review, after the City's completed review.

10.1.14 By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.

10.1.15 Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City's written acceptance of Contract Worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under the contract will not be proposed to perform work under other city contracts or engagements without city's prior written approval.

10.2 Terms of This Section Applicable to all of Contractor's Contracts and

Subcontracts: Contractor will include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under the Contract.

10.3 Materiality of Background Screening Requirements; Indemnity:

The background screening requirements are material to City's entry into the contract and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Contract. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under the Contractor Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under the Contract.

10.4 Continuing Duty; Audit:

The Contractor's obligations and requirements that Contract Workers satisfy this background screening section will continue throughout the entire term of the Contract. The Contractor will notify the City immediately of any change to a background screening of a Contract Worker previously approved by the City. The Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's compliance with this section.

10.5 Key Access Procedures:

If the Contractor worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. The key issue/return form is available, and the completed form will be submitted to the Department Liaison.

10.6 Stolen or Lost Keys:

The Contractor must immediately report lost or stolen keys to the City's Department Liaison. If the key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new key, a new key issue form must be completed, submittal of a police department report for stolen keys, and applicable payment of the fee(s) listed herein.

10.7 Return of Key:

All keys are the property of the City and must be returned to the



SECTION III – SPECIAL TERMS & CONDITIONS

CITY OF PHOENIX

City within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's key(s) upon the termination of the Contract Worker's employment; when the Contractor worker's services are no longer required at a City facility(s); or upon termination, cancellation or expiration of the Contract.

10.8 Key Fees: The following constitute the key fees under the Contract. The City reserves the right to amend these fees upon a 30-day prior written notice to the Contractor.

Replacement Key Fee:	\$55.00	per key
Replacement Locks:	\$55.00	per lock

11. COMMUNICATION IN ENGLISH:

It is mandatory that the Contractor's lead person assigned to any City's facility be able to speak, read and write in English in order to communicate at the site contact.



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

SECTION IV – INSURANCE AND INDEMNIFICATION

1. INDEMNIFICATION CLAUSE:

Contractor (“Indemnitor”) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (“Indemnitee”) 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) (“Claims”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee’s own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

2. INSURANCE REQUIREMENTS:

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Contract.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

2.1. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

2.1.1. Commercial General Liability – Occurrence Form

Policy must include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The policy must be endorsed to include coverage for sexual abuse and molestation.
- The policy must be endorsed to include the following additional insured language:



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

“The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

2.1.2. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.”

2.1.3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation Statutory

Employers’ Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

2.1.4. Professional Liability (Errors and Omissions Liability)

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of the contract.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that 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.

3. ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include, the following provisions:

3.1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

3.2. The Contractor’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.



**SECTION IV – INSURANCE AND
INDEMNIFICATION**

CITY OF PHOENIX

4. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to (City of Phoenix Department Representative's Name & Address & Fax Number).

5. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6. VERIFICATION OF COVERAGE: Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to (City Department Representative's Name and Address). The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

7. SUBCONTRACTORS: Contractors' certificate(s) must include all subcontractors as additional insureds under its policies or Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

8. APPROVAL: Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment but may be made by administration.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

SECTION V – SCOPE OF WORK

1. Overview

The City of Phoenix Parks and Recreation (Parks) Department’s mission is to build healthy communities through parks, programs and partnerships; and makes the city a better place to live, visit and play.

The Parks Department is seeking a Non-Profit Organization to provide quality recreational and educational programs and services with a youth component at the **Smith Park Recreation Center at Smith Park located at 4030 West Sherman Road in Phoenix, Arizona 85009** (Premises) which aligns with the mission of the Parks and Recreation Department. The successful proposer will operate and manage the Center providing recreational, educational, and cultural opportunities to the citizens of Phoenix consistent with the department’s mission and be responsible for all programming costs. The successful proposer will pay rent to the City of Phoenix in lieu of paying for utilities associated with the operation of the center.

- 2. The solicitation does not commit the City to enter into a Contract, to pay any costs incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure a contract for the services requested.

Evaluation Criteria

In accordance with the Administrative Regulation 3.10, competitive sealed proposal awards shall be made to the responsible Proposer(s) whose Proposal is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance. All eligible, responsive, and responsible proposals will be evaluated based on the following criteria.

A.	Approach to Scope of Service	0-400 Points
B.	Experience & Qualifications	0-400 Points
C.	Financial Ability	0-200 Points
Total Points		1000 Points

2.1. Approach to Scope of Service (0-400 points)

- Provide detail on the approach used to provide recreational and educational programs and services with a youth component.
- Detail ability to provide services to the community including program variety and expected number of individuals to be served.
- Include a narrative outlining the vendor’s approach to operate a successful recreational/educational program.

2.2. Experience & Qualifications (0-400 points)

- Number of years including type/size of programs managed and operated. Proposer(s) must demonstrate the Minimum Qualifications of three (3) years in this section.
- Specific staff qualifications and experience relevant to the Scope of Work.
- A list of employees and/or volunteers and their qualifications related to the Scope of Work.
- References relevant to the Scope of Work.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

2.3. Financial Ability (0-200 points)

The contractor shall provide a copy of **IRS form 990** or the following four (4) documents;

- Statement of Financial Position
- Statement of Activities
- Statement of Cash Flow
- Statement of Functional Expenses

Provide ability to sustain 100% of the program and pay rent. Contractor shall pay a monthly rent in the amount of \$500 with an annual escalator of 3%. The first monthly rent payment will be due 30 days after contract execution. The City will pay for utilities for the center however, the contractor should make every effort to keep utility costs at a minimum and practice conservation measures responsibly.

3. Premises

The premises covered by the Contract include the Center, and its immediate grounds, located at 4030 West Sherman Road in Phoenix, Arizona 85009, hereinafter ("the Premises) as shown on the **Exhibit A**.

4. Term

The term of the Contract (the "Term") shall be for a five (5) year term with an option to extend an additional five (5) years, a total of ten (10) years at the sole discretion of the Department's Director. The Contract will commence on or around December 1, 2020 with a final end date of November 30, 2030.

5. Use of Premises

- a. The selected Contractor may occupy and use the Premises, or any part thereof, solely for the purpose outlined in the Contract in a manner that supports the mission of the Department.
- b. The selected Contractor will open the Center and provide services after school, weekends and during the summer non-school months with a schedule mutually agreed upon. The selected Contractor may expand services as their capacity develops. Weekly special community events may be held on Saturdays, throughout the day and into the evenings. The Center may be closed for City holidays and Sundays. Seasonal hours may be adjusted with mutual agreement of the parties.
- c. The selected Contractor will provide a full description of times and activities for the Center's hours including a quarterly calendar of events activities, and programs expected to be held at the Premises.
- d. The selected Contractor will assist the City with trash pick-up around the Premises and clean up after special events and outdoor activities.
- e. Follow and maintain COVID-19 guidelines as advised by the Occupational Safety and Health Administration (OSHA) and the Centers for Disease Control (CDC) for the duration of the COVID-19 global pandemic and any future health emergencies.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

- f. The selected Contractor will not engage in or permit any use of activity in or upon the Premises or any part thereof in violation of any applicable laws, statutes, rules, or regulations of any federal, state, or local government authority.

6. Parking

Only street parking is available at the Premises.

7. Assignment and Concessions

The Contractor shall not assign its interest in the contract, or any part thereof without prior written consent and approval of the Parks and Recreation Department.

8. Staffing and Programming

- a. The selected Contractor shall provide and pay for all expenses and staffing related to their programs and events, to operate the classes, activities and other programming aspects of the Premises.

9. Maintenance and Operation of Recreation Center

- a. The City shall provide a Department Liaison to work with the Contractor to facilitate communication regarding the City processes, facilities/site issues, programming review and partnership activities.
- b. The selected Contractor will pay monthly rent in lieu of utilities in the amount of \$500 with an annual escalator of 3%.

10. Permitted Charges

The selected Contractor shall have the right to impose reasonable charges for the temporary use of the Premises by any organization or person with the review and approval of the City.



SECTION VI – SUBMITTALS

1. DELIVERY OF PROPOSALS:

PROPOSALS MUST BE DELIVERED IN ELECTRONIC FORM BY EMAIL. HARD COPY PROPOSALS WILL BE REJECTED AS NON-RESPONSIVE.

The City of Phoenix will accept proposals electronically ONLY, for this RFP process. No hardcopies will be accepted. To submit proposals electronically, proposers must:

1. Compile a complete comprehensive proposal including all attachments in one PDF document,
2. Send the complete proposal PDF document as an electronic attachment in an email to the **Procurement Officer, Isis Sanchez, at isis.sanchez@phoenix.gov** by the date listed on the Schedule of Events
3. In the email submission body include, the proposer’s business name, contact, and submission information **“PARKS AND RECREATION DEPARTMENT, ATTN: ISIS SANCHEZ, Smith Park Recreation Operations RFP, PKS-RFP-20-14”**.
4. Please identify the solicitation number on the subject line of the email when submitting your proposal.

The Procurement Officer will send a confirmation receipt for proposals received by the due date listed on the Schedule of Events. The receipt does not consider responsive and/or responsible proposals. Non-responsive proposals will receive separate communication. Proposals must be able to be downloaded by the Department on or prior to the exact time and date indicated in the Schedule of Events on the cover page. Late proposers will not be considered. The prevailing clock will be the Department clock and/or email received stamp. The date and time on the email will provide proof of submission and verification if the proposal was received on or prior to the Due Date and Time specified.

2. PROPOSAL SUBMITTAL FORMAT:

Proposals shall conform to the following format. Proposals that are incomplete; conditional; obscure; or that contain additions not requested, changes or exceptions to material provisions or requirements of this RFP; or irregularities of any kind, are subject to disqualification as non-responsive.

Each proposal should be compiled and organized as described below. Proposal pages must be numbered and should be no more than 15 pages excluding attachment documents. The proposal should be:

- Signed by an authorized representative of the Proposer;
- Submitted with contact information for the individual(s) authorized to negotiate with the City;
- Submitted in PDF format with a table of contents and tabbed per the following major sections:
 - Section 1 Approach to Scope of Service**
 - Section 2 Experience & Qualifications**
 - Section 3 Financial Ability**



SECTION VI – SUBMITTALS

CITY OF PHOENIX

- Section 4 References**
- Section 5 Submittal Section**
- Section 6 Signed Addenda**

3. EMERGENCY 24-HOUR SERVICE CONTACT:

Name _____
 Telephone Number _____
 Alternate Contact _____
 Telephone Number _____

4. REFERENCES:

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, maintenance and operation for recreational and educational cultural opportunity services.

Reference _____
 Telephone Number _____
 Email address _____
 Company Name _____
 Address _____

Reference _____
 Telephone Number _____
 Email address _____
 Company Name _____
 Address _____

Reference _____
 Telephone Number _____
 Email address _____
 Company Name _____
 Address _____



SECTION VI – SUBMITTALS

CITY OF PHOENIX

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Proposal may be considered non-responsive.

1. Name of person submitting this disclosure form.

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First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name:

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

--

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

--

5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

- Subcontractors may be retained, but not known as of the time of this submission.
- List of subcontracts, including the name of the owner(s) and business name:

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.

--

7. Disclosure of conflict of interest:



SECTION VI – SUBMITTALS

CITY OF PHOENIX

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

- I am not aware of any conflict(s) of interest under City Code Section 43-34.
- I am aware of the following potential or actual conflict(s) of interest:

8. Notice Regarding Prohibited Interest in Contracts

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511. (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.

I am aware of the following conflict(s) of interest:

9. Acknowledgements

Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.



SECTION VI – SUBMITTALS

CITY OF PHOENIX

- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision is, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

10. Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA

EXHIBIT A - PREMISES



The premises include the building outlined in red above.

