



**CITY OF PHOENIX  
PARKS AND RECREATION DEPARTMENT**

**Golf Management System  
REQUEST FOR PROPOSALS  
PKS-RFP-21-004**

**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](mailto:isis.sanchez@phoenix.gov)

<https://solicitations.phoenix.gov/Solicitations/Details/1035>

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

Issue Date August 5, 2021



## **SECTION I – INTRODUCTION**

### **CITY OF PHOENIX PARKS AND RECREATION DEPARTMENT**

#### **I. INTRODUCTION**

##### **A. INTRODUCTION**

The City of Phoenix, Parks and Recreation Department, invites sealed proposals for the implementation and support of a hosted Golf Management System (GMS) which includes a Point of Sale System and an On-line Tee Sheet Management/Reservation System and 24/7 Call Center Reservation Services. The environment resulting from the deliverables associated with this response should support improved operation of the City of Phoenix's five golf courses and offer improved customer service.

Proposed responses must include the cost of professional services to ensure access is provided to the GMS from the City's public golf course computer environment, train staff in GMS, website integration, and the modification in accordance with the provisions, specifications, and instructions set forth in this Request for Proposal ("RFP"). Contract award for the services outlined in the RFP is for a five (5) year period commencing on or about December 2021, in accordance with the specifications and provisions contained herein, and one (1) option to extend the contract for five (5) additional years.

The Scope of Work is set forth in detail in Section III of this RFP.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800.367.8939 for assistance.

##### **B. MINIMUM QUALIFICATIONS**

Each proposer must provide sufficient documentation to demonstrate the proposer meets the minimum qualifications. The minimum qualifications include:

1. Must have a minimum of five (5) years of experience in implementing golf course management and reservation systems and all proposed technology must have been in use for at least one year to be considered as relevant experience. The application must be a hosted solution and meet all PCI DSS standards. The proposer must have the ability to integrate with host websites.
2. Must have and be able to provide their own Merchant Account that can communicate with the City's processor, Chase Paymentech and be able to demonstrate compliance by submitting an Attestation of Compliance as requested.
3. Must demonstrate that they have successfully provided the proposed golf course software to enterprises similar in size and scope to the City of Phoenix's municipal golf courses.



## SECTION II – INSTRUCTIONS TO PROPOSERS

CITY OF PHOENIX  
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### II. INSTRUCTIONS TO PROPOSERS

#### 1. TERM AND CONTRACTURAL RELATIONSHIP

The term will be for five (5) years with one (1) option to extend the Agreement for five (5) years at the sole discretion of the City.

#### 2. SCHEDULE OF EVENTS

ACTIVITY (All times are local Phoenix time)	DATE / ADDITIONAL DETAILS
<b>REGISTRATION DUE:</b> Pre-Proposal Conference  Send registration to: <a href="mailto:isis.sanchez@phoenix.gov">isis.sanchez@phoenix.gov</a>	August 16, 2021 by 5:00 PM  (Location will be provided after Registration)
Pre-Proposal Conference  *Potential Proposers Must Pre-Register by the time identified above if interested in attending	August 19, 2021 @ 10:30 AM
Written Inquiries Due Date	August 24, 2021 by 5:00 PM
<b>Proposal Due Date</b> (electronic)	<b>September 16, 2021 at 12:00 PM</b>
Proposal Submittal Location	Via email to Isis Sanchez at <a href="mailto:isis.sanchez@phoenix.gov">isis.sanchez@phoenix.gov</a>
<b>MANDATORY DEMO</b> A shortlist or all proposers will be required to demo their product.	<b>Weeks of September 27 and October 4</b> Staff will inform Proposers of their scheduled demonstration time if selected to move forward. Proposers must be available during this time.

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.

#### 3. 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.

#### 4. PRE-PROPOSAL CONFERENCE

Proposers are strongly encouraged to attend the pre-proposal meeting to obtain clarification and an explanation of the items included in the RFP at the time listed in **B. Schedule of Events**. Please register for this conference email your request to [isis.sanchez@phoenix.gov](mailto:isis.sanchez@phoenix.gov) to register for this meeting.



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#### 5. PROPOSER QUESTIONS AND NOTIFICATIONS

Proposers are advised to read this RFP in its entirety. Failure to read and/or understand any portion of this RFP shall not cause for waiver of any portion of the RFP or subsequent agreement.

The City of Phoenix takes no responsibility for informing recipients of changes to the original solicitation document. It is the Proposer's responsibility to obtain a copy of any amendment relevant to this solicitation.

**To adequately respond in writing to questions submitted, no questions will be accepted after the deadline date and time listed in the Schedule of Events on page 4 of the RFP.** All questions about this RFP must be submitted in writing no later than the deadline listed in the Schedule of Events to [isis.sanchez@phoenix.gov](mailto:isis.sanchez@phoenix.gov). All written questions will be responded to in writing via an Amendment to the RFP.

No informal contact initiated by Proposers on the requested service will be allowed with members of City's staff from date of distribution of this RFP until after the closing date and time for the submission of proposals. All questions concerning or issues related to this RFP shall be presented in writing.

#### 6. MANDATORY DEMONSTRATION

Proposers must provide an on-site demonstration of proposed system software to the City of Phoenix at a designated City of Phoenix facility for evaluation. Proposers must be available on the scheduled date for the demonstration or may be rejected from the final evaluation process. For additional details please refer to **Section V.C** on page 20.

#### 7. ADDENDA

The City shall not be responsible for any oral instructions made or given by any City employees or officials regarding RFP instructions, specifications, or documents. Any changes will be in writing and available at <https://www.phoenix.gov/solicitations>.

#### 8. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested proposer 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 (602) 534-6986.

#### 9. REQUEST TO MODIFY THE CONTRACT PROVISIONS

A response to any RFP is an offer to contract with the City based upon the contract provisions contained in the City's RFP, including, but not limited to, the specifications, scope of work and any terms and conditions. Proposers who wish to propose modifications to the contract provisions must submit a "Request for Consideration of Alternate Terms." The written request for modification must be received by the Department contact listed on the front of this solicitation, at least seven (7) calendar days prior to the proposal due date. The City may issue an addendum to this solicitation of any approved specification changes. The provisions of the RFP cannot be modified without the express written approval of the Director or Director's designee. If a proposal or offer by Proposer is returned with modifications to the contract; the contract provisions contained in the City's RFP shall prevail unless the Proposer's proposed alternative provisions are expressly approved in writing by the Director or designee.

#### 10. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY



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



## SECTION III - SCOPE OF WORK

### CITY OF PHOENIX PARKS AND RECREATION DEPARTMENT

### III. SCOPE OF WORK

#### A. OVERVIEW

The City of Phoenix Parks and Recreation Department owns and operates five (5) outstanding municipal golf courses, five (5) golf pro shops, hosts multiple citywide high-level amateur golf events and various tournaments and training sessions serving a population of 1.63 million residents with a variety of skill levels. Approximately 270,000 rounds of golf are booked and played annually. Courses are open seven (7) days a week, including holidays. Maricopa County residents can purchase golf cards, for discounted fees, at all courses. Tee times can be made up to eight days in advance via the web, in person or by calling a specific course. Greens fees range in price depending on residency, age, course and season.

The City of Phoenix Parks and Recreation Department currently contracts with a vendor for the Point of Sale System, and On-line Tee Sheet Management/Reservation System for five of the City of Phoenix golf courses. Transition from the Point of Sale System and On-line Tee Sheet Management /Reservation System to the hosted Golf Management System for the five (5) courses currently supported plus the remaining two (2) golf courses under the City of Phoenix umbrella, but which are operated by partners, is within the scope of this RFP. In addition to the fully integrated software design, services for automating and managing current and future customer interactions, communications and promotional offerings should be included in the responses in the form of a marketing plan or offering.

Additionally, there may be future opportunities for the development and hosting of six new Phoenix Golf websites which interface with the hosted GMS. Development and hosting of these sites will include planning, designing, testing, implementing, training, managing, and supporting the Phoenix Golf websites in accordance with the City of Phoenix strategic plan to enhance marketing, customer service, and become more competitive in the golf marketplace. This will not be included in the initial implementation or be required for the proposal purposes.

The City's technology architecture, which will be used for the Golf Management System environment, includes the following key elements:

- Dell desktop or laptop; Windows OS 10 and above; Microsoft Office 365; Outlook; SharePoint; Internet Explorer 11, Google Chrome, Edge Browsers and above; Adobe Acrobat Reader; Microsoft Teams.
- The City's Internet connectivity is comprised of two 300 Mbps redundant connections. A circuit provided by Century Link is located at the ITOC while a second blended Tier 1 connection is located at the I/O Data Center.
- Wide area network connectivity to Golf sites ranges from 3MB to 30MB with backup consisting of broadband air cards.

#### B. SCOPE OF WORK REQUIREMENTS

The successful Proposer will provide a complete proposal that should include the following services:

1. Integrated web-based tee time reservations, point-of-sale, marketing, customer database and merchandise inventory modules.
2. Be able to provide their own Merchant Account that can communicate with the City's processor, Chase Paymentech and be able to demonstrate compliance by submitting an Attestation of Compliance as requested.
3. Point-of-Sale system which will interface with the City's payment system as referenced above, offer



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loyalty programs, and interface with retail, food and other third-party software such as gift card programs, driving range operations and tee time sellers.

4. Hosted website component integrated with tee sheet that is seamlessly compatible with mobile devices.
5. Training for City staff on how to operate and troubleshoot the system.

#### **Web-Based Tee Time Reservations Management**

- Must be comprehensive, full-featured, flexible and scalable.
- Must have the capacity to serve many golf courses and be fully integrated into a master customer database.
- Must offer flexible tee time interval, availability, pricing and packaging.
- Should easily handle various golf course configurations and efficiently and effectively manage customizable customer tee time restrictions.
- Must have the capability to integrate with more than one tee time reseller.
- Should be able to assign tee time reservations based on random selection.
- Should have dynamic pricing capability to offer various options for automated pricing structures based on criteria approved by the City.
- Must enable the City to efficiently and effectively control tee sheets directly from the one location, pushing out changes to all tee sheets in real-time.
- Should include or fully integrate important modules that provide:
  - A sophisticated cart manager to help the City increase sales and control cart operations.
  - Member management program.
  - Tournament management program.
  - Driving range management program.
  - Capability to sell time and space at a driving range stall.
  - Supported by a reservation call center operating 24 hours a day, seven days a week.

#### **Fully Integrated Point-Of-Sale with Secure Payment Processing and Inventory Management System**

- Should process all financial transactions and be directly associated with the reservations and inventory management modules.
- Must handle all forms of payment, including gift cards and loyalty points, integrating with the appropriate modules.
- Must integrate seamlessly with the City's payment processor Chase Paymentech.
- Must have e-commerce ability for retail sales, membership sales, gift card sales, reservations fees, loyalty program registration and administration, etc.
- Should provide a robust reporting structure to efficiently and effectively analyze sales transactions by any criteria.
- Should integrate seamlessly provide sophisticated cash and daily audit controls.
- Must include an inventory management system that can manage inventory levels through counts and updates.
- Should have the capability to automatically adjust inventories on-hand and in real-time via point of sale transactions.
- Should print bar codes and other useful tools to help speed up the check-out process and effectively control inventory.



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#### **Continuous User Training Programs and Comprehensive User Training Aids and Technical Support**

The Selected Proposer should:

- Perform on-site initial installation and training on the use and management of the software.
- Provide continuous software training in the form of comprehensive training aids, such as how-to videos and user manuals, which are built into the software program.
- Offer online user group training sessions and onsite annual refresher programs.
- Provide telephone and internet technical support to resolve software and/or system problems 24 hours a day, seven days a week.
- Provide software upgrades and/or enhancements whenever such updates are released, at no additional cost to the City.
- Perform application performance and stress testing:

#### **GENERAL TRAINING REQUIREMENTS**

On site training will be provided to the City of Phoenix Parks and Recreation staff of use and configuration of the software, updates, and subsequent additions if necessary. The Proposer will provide all necessary materials and instructions for this purpose and “go-live” in-person support. Training materials will remain the sole property of the City.

Where the Proposer does not have appropriate knowledge or materials for providing training, it will be the Proposer’s responsibility to coordinate and secure, at no additional cost, subcontractors to meet the requirement of this specification.

The Proposer should describe the recommended implementation approach within the information supplied to the City. We require that the following areas of implementation be covered:

- a. Project Management Plan
  - Implementation approach and timeline
  - Project staffing
  - System configuration
  - System interface implementation
  - Training
  - Business procedures
  - Contingencies
  - Documentation
  - Proposer and City responsibilities

#### **Marketing Integration**

Proposers must include a marketing plan that focuses on integrating email marketing solutions and social media management and modules. Marketing communication promotions, packages and retail channel connections should identify if these are built in the system or will be built in during development and implementation. Marketing options should describe how best to communicate outings and events; marketing the courses, clubs/programs, and golf instruction availability; specials and rates; and booking tee times. In addition, capabilities for tailored marketing solutions for clients in a multi-tiered approach to winning new clients and capturing additional market share.



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### CITY OF PHOENIX PARKS AND RECREATION DEPARTMENT

Proposers may provide additional information in addition to what is requested if deemed relevant or essential. Optionally, the golf management process may be modified, as agreed upon between the Proposer and the City.

#### **Technical requirements include the following:**

- Functional requirements for golf management software package (**See EXHIBIT A – GMS FUNCTIONAL REQUIREMENTS AND FEATURES**)
- Technical requirements for the technology platform and other system elements (performance security and internal controls, scalability, tools, maintenance and general capabilities)
- PCI DSS compliance
- Professional Services requirements for the activities related to the installation and customization of processes designed to meet the City's golf management processes
- Professional Services expected for the training of staff

#### *Selected Proposer will:*

- perform all work at its own facility
- work with Parks and Recreation staff to gather requirements and establish mock-ups
- complete all coding for approved site design
- provide Parks and Recreation staff with a detailed testing plan
- conduct testing
- resolve any coding and site issues identified in testing
- compile a testing report to present to Parks and Recreation staff for review/approval of test completion
- provide training in accordance with approved training plan provided in the kickoff meeting
- implement the newly redesigned landing page for payment processing payment
- begin providing 24/7 website support once in full production
- host the Parks and Recreation staff websites for the agreed upon Products/Services Exchange
- work with City of Phoenix staff (Communication Office) to update links for any website changes needed
- integrate host the Parks and Recreation Golf websites with the vendor's website for seamless payment processing
- create and present a project plan including schedule, WBS, testing plan, implementation plan, and training plan
- attend project kick off meeting at a City of Phoenix facility or virtual meeting
- be required to provide weekly written status updates to City of Phoenix Parks and Recreation Project Team. Any required face-to-face meetings and or training will be held at City of Phoenix Parks and Recreation Department facility if needed.

**No City data will be sold or used for any purpose other than what is expressly allowed in this RFP or under the resulting contract.**

#### ***Future Optional Opportunity***

At the sole request of the City, there may be an option to provide the following services. If the City deems this request is necessary, the City will discuss the following opportunity with the selected vendor.

#### ***Web Functionality and Presence***



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### CITY OF PHOENIX PARKS AND RECREATION DEPARTMENT

- A redesigned golf website, mobile website, and mobile application that fully integrates with the software system, providing newly designed, sophisticated and professional websites for all five (5) courses.
- The new website should be an interactive portal for customers to engage with the City program; maintain a personal profile; manage reservations; manage membership and loyalty program registration; and execute sales transactions to purchase membership, gift cards, merchandise, sign up and pay for tournaments, sign up and pay for golf lessons, classes, and junior programs, etc.
- The website should be fully optimized for mobile devices and updated periodically from a design, form, and function perspective.

#### **C. FAMILIARIZATION OF SCOPE OF WORK**

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 a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. The Proposer shall be responsible for fully understanding the requirements of the subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of the contract requirements. The submission of a proposal will constitute a representation of compliance by the proposer. There will be no subsequent financial adjustment, other than that provided by the subsequent contract, for lack of such familiarization.

#### **D. ORGANIZED BASED ON SCOPE OF WORK**

Proposer's must provide a complete proposal that includes the **XII. Attachments and Exhibits section** and organize the requirements of the Scope of Work based on the following Evaluation Criteria sections also detailed in **Section IV. Proposal Instructions and Section V. Proposal Evaluation:**

**SECTION 1-** Executive Summary

**SECTION 2-** Qualifications and Experience

**SECTION 3-** Technology Business Requirements and Transition Plan

**SECTION 4-** Method of Approach to Scope of Work

**SECTION 5-** Cost/Price Compensation Proposal



## SECTION IV - PROPOSAL INSTRUCTIONS

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### IV. PROPOSAL INSTRUCTIONS

#### A. DELIVERY OF PROPOSALS

The City of Phoenix will accept proposals electronically **ONLY**, for this RFP process. No hardcopies will be accepted. Hard copy proposals will be rejected as non-responsive. 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](mailto: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 (Title of Solicitation and Solicitation #).
4. Please also identify the solicitation number ("PKS-RFP-21-004") 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 only confirms the document was received, it 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 electronic 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.

#### B. FORMAT OF PROPOSAL

Proposals not following the specified format below or that are incomplete, conditional, obscure, or contain additions not requested, exceptions to material provisions, or irregularities of any kind, may be deemed non-responsive and disqualified from the process.

The entire proposal cannot exceed 40 pages including resumes of letter-size paper, Attachments and Exhibits are not included in this page limit. Proposals shall be typewritten for ease of evaluation.

Each proposer shall describe the following to satisfy the requirements of the solicitation by providing an executive summary detailing each of the following components of the proposer's proposal.

##### 1. SECTION 1- EXECUTIVE SUMMARY

Provide a one-page Executive Summary identifying your organization, background, interest in the project, knowledge of what is needed and contact information for the solicitation and subsequent contract signing authority.

##### 2. SECTION 2- QUALIFICATIONS AND EXPERIENCE

Proposers must have at least five (5) years of experience implementing golf course management and reservation systems and all proposed technology must have been in use for at least one (1) year to be considered as relevant experience. Proposers must also demonstrate that they have successfully



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provided the proposed golf course management and reservation system software to enterprises similar in size and scope to the City's municipal golf operations.

Each proposer shall provide sufficient documentation, including resumes, to demonstrate the proposer meets the "Minimum Qualifications" listed in **Section I- B. Minimum Qualifications**.

Resumes for all members of the proposed management team should be included in this section of the submittal as well.

### ***Years Providing Services***

The proposer shall provide a history of their business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the firm has been operating as the legal entity and the length of time the firm has been providing the requested services. Discuss the areas of expertise and resources available both nationally and locally to provide the requested services.

### ***References***

The proposer shall provide references that refer to the services that will be provided. A minimum of three (3) references but no more than five (5) from firms or government organizations for which the Proposer is currently furnishing services; or in the past five (5) years has completed services. References from large public entities or large corporate entities comparable to the City of Phoenix are preferred.

Complete contact information must be supplied in the response. The City will not coordinate reference checks with the Proposer or provide advance notice of the timing of the City's contact. The responses from the references may be scored and factored into the overall evaluation of the Proposers if the City chooses. **Incomplete or inadequate references may result in proposal rejection.**

The City of Phoenix reserves the right to contact current or former end users not provided by the proposer/vendor as part of the evaluation.

Reference information should include the following:

- Complete Name of the Company or Government Entity,
- Contact Name of Reference
- Complete Address
- Telephone Number
- Email Address

### ***Success Stories***

Provide examples of success stories of the use of the software.

### ***Technical Support***

Provide a document containing the technical support plan or draft service level agreement.

### ***Key Personnel***

Key Personnel included in the stated project must have at least two (2) years of employment with the Proposer's organization. List the proposed key members of staff to be assigned to the City's contract including their roles, responsibilities, and estimated participation in delivering the



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services. Identify which staff member will be the Project Manager assigned. Attach resumes of the Key Personnel that will be assigned to these services. Include education and training. Resumes shall clearly state any experience specifically related to the Scope of Work and list any similar work successfully completed.

### ***Adverse Actions/Potential Impact***

State whether the company is currently involved in any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgements or other action that could have an adverse impact on your ability to provide the required RFP needs. If so, please describe the nature of the item and its potential impact.

### ***Other Relevant Information***

Submit any other information which documents other skills or experience relating to the requirements of this RFP which you believe may be relevant including brochures and descriptions.

## **3. SECTION 3- TECHNOLOGY BUSINESS REQUIREMENTS AND TRANSITION PLAN**

The proposer shall describe the following Business Requirements listed below and designate a Project Manager according to the request:

Business: Provide history of software application(s).

Functional: Explain the functional of the software specifically related to the scope of work.

Security: Type of security that is built into software. Proposers must describe their security processes and practices for the prevention of data breaches to their facility's and systems. This should include a detailed explanation describing their process for dealing with security breaches, assessment of logging and security monitoring capabilities, identification of initial attack vector, incident response, procedures and the subsequent recovery effort.

Application: Provide information regarding the features of the applications.

Technology: Provide what recommended platform for use of the application.

Hardware: Proposers must provide a list of and describe in detail, hardware equipment that will be required by the system software for each facility and golf course. Proposal must include all costs for any hardware that proposer will provide to the City.

## **4. SECTION 4- METHOD OF APPROACH TO SCOPE OF WORK**

The proposer shall describe the firm's Method of Approach to satisfy the Scope of Work requirements detailed in **Section III. Scope of Work** of this solicitation. Proposer may utilize a written narrative or other visual aid technique to demonstrate the ability to satisfy the Scope of Work and should address the following issues:

- Implementation Plan and Timeline for the setup, development, configuration, and installation of the application.



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- Data Migration Plan for how the data migration will occur.
- User Training Plan for the end users and system administrators.
- User Acceptance Testing Plan of the application.
- Transition to Production Plan, include a description or provide a sample progress report or form.

### 5. SECTION 5- COST/PRICE COMPENSATION PROPOSAL

The compensation structure for this agreement may be a partial monetary exchange for implementation costs and/or an inventory exchange model (tee time trade proposal) in which the City will compensate the Selected Proposer by allocating a designated number of Tee Times to Vendor. Proposers should describe the proposed compensation value in terms of an annual fee amount. The City will determine the compensation model based on the proposal which will best serve the City.

If proposing an inventory exchange model, proposers should assign a dollar value to the requested inventory amount. A single Tee Time will be comprised of scheduled play for up to four players, available during the normal hours of operations and consisting of eighteen holes at all eighteen hole courses and nine holes at the nine hole courses; provided that Vendor may, in its discretion, sell each tee time as configurations of singles; twosomes; threesomes; or foursomes.

Proposers must outline the following for each golf course:

1. How many tee times are requested for each day of the week?
2. What time of day are the requested tee times?
3. Describe a plan for instances when the City is unable to accommodate the requested times due to weather, events, tournaments, etc.

Unless otherwise specifically provided, the price is all-inclusive and must include all necessary costs necessary to effectively conduct and complete the Scope of Work. Make sure proposal demonstrates that your financial projections and cost estimates are realistic and sustainable. The Proposer's proposal shall include the overall, all-inclusive, cost in dollars as well as a proposed tee-time trade cost for each facility. Any hardware, implementation costs should be listed in the proposal as a separate line item.

**ONLY INCLUDE ONE (1) INVENTORY EXCHANGE MODEL (TEE TIME TRADOFF) PER PROPOSAL. MULTIPLE INVENTORY EXCHANGE MODELS PER PROPOSAL MAY CAUSE YOUR SUBMITTAL TO BE DEEMED NON-RESPONSIVE.**

### C. 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.

### D. LATE PROPOSALS



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Late proposals shall be rejected regardless of the reason, including electronic mail delivery problems beyond Proposer's control. Proposers submitting their responses should allow sufficient time to ensure delivery by the date and time specified in the Schedule of Events in this RFP.

#### E. NON-RESPONSIVE PROPOSALS

Proposals deemed non-responsive will not be evaluated or considered for award.

1. The following proposals will not be evaluated:
  - a. Proposals that do not conform to the minimum qualifications stated in **Section I, B.**
  - b. Proposals that contain altered or conditional cost information.
  - c. Proposals not received by the designated due date, place and time.
2. Proposals may be deemed non-responsive at any time in the evaluation process if in the sole opinion of the City:
  - a. Proposer does not meet the minimum required skill, experience or other conditions or terms set forth in this RFP.
  - b. Proposal does not comply with the submission requirements including any specified page limits.
  - c. Proposer does not have a past record of sound business integrity and a history of fulfilling contractual obligations.
  - d. Proposer is not financially stable, solvent, or have cash reserves to meet all financial obligations while waiting reimbursement from the City. (A Proposer who is borrowing any or all of the monies necessary to meet initial expenses between the start of the contract period and receipt of the first payment must provide a Letter of Commitment from the Proposer's creditor).
  - e. Proposal contains false, inaccurate, or misleading statements that in the opinion of the City, is intended to mislead the City in its evaluation of the proposal.
  - f. Proposals submitted by a Proposer who does not have valid certifications and/or licenses required by state, federal, or local law or regulations to perform the service requested at the time of the submittal but will acquire them before the contract is awarded.

#### F. RESPONSIVE PROPOSALS

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.

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



## SECTION IV - PROPOSAL INSTRUCTIONS

### CITY OF PHOENIX PARKS AND RECREATION DEPARTMENT

Proposals must meet all material requirements of the solicitation. All required elements of a submitted proposal will be evaluated on a pass/fail basis. The use of scoring or ranking cannot be used to evaluate non-responsive proposals. Only those proposals determined to be responsive will be evaluated and scored by members of an evaluation committee in accordance with the criteria set forth in this RFP.

In addition, the committee MAY request a formal presentation from the highest ranked Proposers before a final recommendation is made. If presentations are requested and presented, the evaluation team will re-convene, review, and re-score the evaluation categories based on the expanded information.

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.

In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Proposer for the costs associated with the interview process.

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Proposer submitting a proposal. 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.

**Note: In addition to the foregoing information submitted by proposers, the City shall have the right to consider other verifiable information bearing on financial stability and strength including without limitation, information provided by former employees and/or creditors.**

### G. DISCUSSIONS

The City reserves the right to conduct discussions with Proposers for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to solicitation requirements. If such a discussion is deemed necessary, the only City staff that is authorized to contact the Proposer is the contract representative listed on the front of this proposal. The contract representative shall document any such discussion in the City's file.

### H. PREPARATION OF PROPOSAL

1. All forms provided in **Section XII. Attachments and Exhibits** 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.
2. 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.
3. All time periods stated as a number of days will be calendar days.



## **SECTION IV - PROPOSAL INSTRUCTIONS**

**CITY OF PHOENIX  
PARKS AND RECREATION  
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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 a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. Proposers are strongly encouraged to:
- Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
  - Study and carefully correlate Proposer's knowledge and observations with the solicitation and other related data.
  - Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in or between the solicitation and other related documents.
  - 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.
  - 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

### **I. ADDENDA**

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at <https://www.phoenix.gov/solicitations> or by calling (602) 534-6986.

### **J. 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.

### **K. 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 and local laws at the time of submittal.

### **L. CERTIFICATION**

By signature is the Affidavit in Section XII. Attachments and Exhibits, proposer certifies:

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



## SECTION IV - PROPOSAL INSTRUCTIONS

### CITY OF PHOENIX PARKS AND RECREATION DEPARTMENT

- The proposer 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.

#### M. WITHDRAWAL OF PROPOSAL

At any time prior to the solicitation due date and time, a proposer (or designated representative) may withdraw their proposal by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

#### N. 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 via email as indicated in this solicitation, for this RFP process. No hardcopies will be accepted.

#### O. OFFER AND ACCEPTANCE RECORD

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for [120] days after the proposal due date and time.

#### P. CONFIDENTIAL INFORMATION

The City of Phoenix is obligated to abide by all public information laws. If a Proposer believes that a specific section of its proposal is confidential, the Proposer shall isolate the pages marked confidential in a specific and clearly labeled section of its proposal. The Proposer shall include a written basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the Department will review the material and make a determination.

#### Q. AFFIDAVIT

By signature on the **Attachment A- Affidavit** in **Section XII. Attachments and Exhibits** pages, Proposer certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Proposer shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
3. The Proposer 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.
4. The Proposer is financially stable and solvent and has adequate cash reserves to meet all financial obligations while waiting reimbursement from the City.

#### R. PROPOSAL RESULTS

A preliminary tabulation will be posted on the Procurement Division's website, <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations> within five (5) calendar days of the proposal opening. The information on the preliminary tabulation will be posted to the website. The City makes no guarantee as to the accuracy of any information on the



## **SECTION IV - PROPOSAL INSTRUCTIONS**

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preliminary tabulation. Once the City has evaluated the proposals an award recommendation will be posted on the website. No further notification will be provided to unsuccessful proposers.

### **S. AWARD OF CONTRACT**

Award will be made to the overall highest scoring Proposer. 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.

**A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Proposals do not become contracts until they are executed by the Parks and Recreation Director.**



## SECTION V - PROPOSAL EVALUATION

### CITY OF PHOENIX PARKS AND RECREATION DEPARTMENT

## V. PROPOSAL EVALUATION

Proposals will be reviewed for documentation of minimum qualifications, completeness, and adherence to the RFP requirements to determine whether the minimal qualification(s) requirements have been met. Proposals that do not meet all minimal qualification(s) requirements will be considered non-responsive and will be rejected. The City reserves the sole right to determine the sufficiency of qualifications and experience of all proposers.

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

### A. Evaluation Criteria

All eligible, responsive, and responsible proposals will be evaluated on the following:

A.	<b>SECTION 1-</b> Executive Summary	0-50 Points
B.	<b>SECTION 2-</b> Qualifications and Experience	0-300 Points
C.	<b>SECTION 3-</b> Technology Business Requirements and Transition Plan	0-200 Points
D.	<b>SECTION 4-</b> Method of Approach to Scope of Work	0-300 Points
E.	<b>SECTION 5-</b> Cost/Price Compensation Proposal	0-150 Points
<b>Total Points</b>		<b>1000 Points</b>

### B. Evaluation Panel

The Parks and Recreation Director will appoint an evaluation panel to review the submittals and recommend a proposer to be awarded the agreement resulting from this RFP. The Parks and Recreation Director may accept this recommendation and forward it to the City of Phoenix City Council or reject it.

The evaluation panel may interview the proposers or a short list of proposers or may evaluate the submittals solely on the materials submitted by the submittal deadline. In the event a short list process is used, the evaluation panel will use the evaluation criteria established in this RFP to identify the proposers most likely to be successful in the evaluation process. A detailed scope of work would be provided to the selected candidates and negotiated fees for services. These proposers will then be scheduled for interviews with the evaluation panel.

### C. On-Site Demonstration (Discussions with Proposers in the Competitive Range)

The City will notify each Proposer whose Proposal is in the Competitive Range or who 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 will be required to provide a demonstration of their product.

Demonstrations - Proposers in the competitive range will be invited to provide an on-site demonstration of the proposed system and presentation of their solution to 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).



## SECTION VI - SOLICITATION TRANSPARENCY POLICY

CITY OF PHOENIX  
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### VI. SOLICITATION TRANSPARENCY POLICY

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 or all offers 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. 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 who is not involved in the selection process.

Proposers may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the **Procurement Officer** conducted in person at 200 West Washington, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Proposers, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective proposers.

This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process.

**PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

"To discuss" means any contact by the proposer, regardless of whether the City responds to the contact. Proposers that violate this policy *shall be disqualified until the resulting contract(s) are awarded, or all offers 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.* **The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.**



## **SECTION VII - SOLICITATION PROCESS AND PROCEDURES**

**CITY OF PHOENIX  
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### **VII. SOLICITATION PROCESS AND PROCEDURES**

#### **A. EVALUTION AND SELECTION**

1. After evaluating all submissions, the City will require firms in the competitive range to demonstrate their system solutions and capabilities. Upon completion of the evaluation process, the City may assign a detailed scope of work to the selected candidate and negotiate fees for services.
2. RFP responses should be concise, well-organized according to the requested information, clearly written and limited to no more than 40 pages. The review process places considerable emphasis on the responsiveness of the RFP response to the requirements outlined. RFP responses that are not written specifically in response to this request cannot receive serious consideration.
3. RFP responses will be evaluated based on the criteria listed in Section V. **PROPOSAL EVALUATION**. Firms that provide an RFP response will be notified when a selection is made.
4. The firms under consideration for this RFP, will be evaluated by an Evaluation Committee. The City reserves the right to request supplemental information that the Evaluation Committee deems necessary to make a selection. The Committee may be supplemented by outside professionals or professionals from other City departments who can provide additional expertise.

#### **B. AGREEMENT**

1. The City will require the selected Proposer to participate in negotiations and to submit such cost, technical or other revisions of the submittals as may result from negotiations. The City shall draft all final contracts and documents that result from this RFP.
2. The language contained in this RFP and the Proposer's statement of qualifications will form the basis of any resulting Contract. However, this RFP 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 project(s).

#### **C. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST**

The City reserves the right to disqualify any Proposer who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the Proposer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of an RFP response hereunder, the Proposer waives any right to object now or at any future time, before anybody or agency including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Proposer.

#### **D. NO VERBAL AGREEMENTS**

No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, shall affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Proposer. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.



## **SECTION VII - SOLICITATION PROCESS AND PROCEDURES**

### **CITY OF PHOENIX PARKS AND RECREATION DEPARTMENT**

#### **E. ORGANIZATION EMPLOYMENT DISCLAIMER**

Any contract entered into as a result of this RFP shall set forth the relationship between the City and the Proposer, and the rights and obligations of the parties shall only be those expressly set forth therein. The Proposer will be required to agree as part of any contract entered into as the result hereof that no person supplied by it in the performance of the contract is an employee of the City, and further agrees that no rights of the City's Civil Service, Retirement or Personnel Rules accrue to any such persons. Any contracting party shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by such Proposers in the performance of the contract, and shall save and hold the City harmless with respect thereto.

#### **F. VIOLATIONS DISCLOSURE**

1. Each time the Proposers enter into a contract with the City, the Proposers shall notify the City and specifically identify any notices from any regulatory authority with respect to any violation or alleged violation of any law or regulation by the Proposers or any subcontractor.
2. Further, the Proposers shall be required to immediately notify the City of any inspection, audit, or review by any regulatory authority or records procedure of the Proposers or its subcontractors and provide the City with a copy of any written findings prepared by such regulatory authority in connection with such inspection, audit, or review.

#### **G. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS**

The Proposer's products, services, and facilities shall be in full compliance with all applicable federal, state, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

#### **H. TRANSACTIONAL CONFLICTS OF INTEREST**

The Proposers acknowledge that any contract resulting from this RFP submittal is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

#### **I. FUND APPROPRIATION CONTINGENCY**

The Proposer recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

#### **J. EMPLOYEE IDENTIFICATION**

Proposer agrees to provide an employee identification number or social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the federal identifier of the Proposer is a social security number, this number will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.



## SECTION VIII - PROTEST PROCESS

**CITY OF PHOENIX**  
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### VIII. PROTEST PROCESS

Staff recommendations to award the contract(s) to a particular proposer shall be posted on the Procurement Division's website <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations>. Any unsuccessful proposer may file a protest no later than seven (7) calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

1. Identification of the RFP or other solicitation number.
2. The name, address, and telephone number of the protester.
3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents.
4. The form of relief requested.
5. The signature of the protester or its authorized representative.

The Procurement Officer will render a written decision within a reasonable period of time after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.

A Proposer may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Proposer was notified of the adverse determination.

The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted and filed with the Procurement Officer within the time requirements will not be considered.



## SECTION IX - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
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### IX. STANDARD TERMS AND CONDITIONS

#### A. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

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

"Amendment"	Means a written document issued by the City and signed by the Contractor which alters the contract and identifies the following: (i) a change in the Scope of Work, (ii) a change in the Contract Amount, (iii) a change in the time allotted for performance, and/or (iv) an adjustment to the Agreement terms.
"A.R.S."	Arizona Revised Statute
"Broker, Packager, Manufacturer's Representative, Jobber"	A firm that is not a manufacturer or regular dealer as defined herein and whose role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain services, materials, equipment or product.
"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/Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Contract Representative"	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.
"Days"	Means calendar days unless otherwise specified.
"Department 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.
"Deputy Director"	The Deputy Director over the Department.
"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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“Hosted”	A hosted application is a software as a service (SaaS) solution that allows users to execute and operate a software application entirely from the cloud on a recurring subscription. Hosted applications are hosted and powered from the remote cloud infrastructure and are accessed globally through the Internet.
“Manufacturer”	A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.
“May”	Indicates something that is not mandatory but permissible.
“Offer”	Means bid or quotation.
“Procurement Officer”	City of Phoenix, City Procurement staff person responsible for the solicitation.
“Proposer”	Means a vendor who responds to the Request for Proposal.
“Proposal”	Means a written response in offer of services in the Request for Proposal.
“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 proposer fails to provide recommended information, the City may, at its sole option, ask the proposer to provide the information or evaluate the offer without the information.
“Solicitation”	Means a Request for Proposal (RFP).
“Subcontractor”	Means an individual, firm, partnership. Corporation, limited liability company, joint venture, or any other business entity having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor, or any tier for the performance of any part of the Agreement. When the City refers to Subcontractor(s) in this document, for the purpose of this Agreement and unless otherwise expressly states, the term “Subcontractor:” includes, at every level, and/or tier, all subcontractors, sub consultants, suppliers, and material men.
“Suppliers”	Firms, entities or individuals furnishing goods or services directly to the City.
“Vendor”	A seller of goods or services.



## SECTION IX - STANDARD TERMS AND CONDITIONS

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### B. CONTRACT INTERPRETATION

- i. **APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.
- ii. **IMPLIED CONTRACT TERMS:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- iii. **ORGANIZATION- EMPLOYMENT DISCLAIMER:** The Agreement 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 shall 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 agreement 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 shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.
- iv. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- v. **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.
- vi. **PAROL EVIDENCE:** This Agreement 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 shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall 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.

### C. CONTRACT ADMINISTRATION AND OPERATION

- i. **RECORDS:** All books, accounts, reports, files and other records relating to the contract shall 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.



## SECTION IX - STANDARD TERMS AND CONDITIONS

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- ii. **PUBLIC RECORD:** All proposals submitted in response to this invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.

If a proposer believes that a specific section of its proposal response is confidential, the proposer shall isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The proposer shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City will review the material and make a determination.

- iii. **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 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 supplier and/or lessee shall 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 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 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-consultant agreements or subleases of this agreement entered into by Contractor. If Contractor employees more than 35 employees, 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 employees, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

- iv. **LICENSES AND PERMITS:** Contractor shall 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.
- v. **ADVERTISING:** Contractor shall not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director, and the City shall not unreasonably withhold permission.
- vi. **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 shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- vii. **OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade



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secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.

- viii. **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 or not they are 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.

- ix. **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 offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.
- x. **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 shall 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.
- xi. **STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract 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 contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.



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- xii. **CONFIDENTIALITY AND DATA SECURITY:** When personal identifying information, financial account information, protected health information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. Proposer must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. This includes implementing and monitoring compliance with policies and procedures that require the redaction, destruction, erasure, or other disposal of paper documents and electronic media containing personal identifying information, financial account information, protected health information, or restricted City information so that these types of information cannot practicably be read or reconstructed. Proposer will provide the City with its information security policies and procedures regarding the redaction, destruction, erasure, or other disposal of documents and information.

In the event that data collected or obtained by the Proposer in connection with this Agreement is suspected to have been compromised, Proposer shall notify the contracting City department immediately. Proposer agrees to reimburse the City for any costs incurred by the City to investigate and respond to potential breaches of this data, including, where applicable, the cost of notifying individuals who may be impacted by the breach, attorneys' fees, and for any monetary damages or penalties the City is assessed. In case of a breach or critical breach of the City's information, it will be the City, not the Proposer that will inform any and all individuals affected by any such breach. Only upon prior written consent of the City, or at the specific direction of the City, will the Proposer notify individuals affected by a breach or critical breach of the City's information.

Proposer agrees that the City may assess or test the security of any applications, web services, or computerized systems created or provided by the Proposer that process, store, or transmit City information. If the City finds vulnerabilities that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS) in these applications, web services, or computerized systems, the Proposer agrees to remediate the vulnerability at no cost to the City and within an agreed-upon timeframe not to exceed 90 days. To clarify, the Proposer must remediate found vulnerabilities in computerized systems they provide; Proposer is not liable for remediating any vulnerability found in the City's network or computing infrastructure used to support the applications, web services, or systems created or provided by the Proposer.

Proposer agrees to abide by all current applicable legal and industry data security and privacy requirements. These include, but are not limited to, Arizona Revised Statutes §44-7501 — Notification of breach of security system; Arizona Revised Statutes §44-7601 — Discarding and disposing of records containing personal identifying information; Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act, and Payment Card Industry Data Security Standards.

Proposer agrees to demonstrate that they have adequate controls and safeguards when they host or process personal identifying information, financial account information, protected health information, or restricted City information. This may be accomplished through a third-party audit utilizing a widely recognized auditing standard, such as Statement on Standards



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for Attestation Engagements (SSAE) No. 16, or through earning industry certification, such as ISO/IEC 27001.

By signing and entering this Agreement the Proposer specifically acknowledges that it is responsible for the security of cardholder data that Proposer possesses or otherwise stores, processes or transmits on behalf of the City. Additionally, as a requirement of this contract you must provide to the City a copy of your written Notice to customers that you are responsible for the security of cardholder data that you obtain and otherwise store, process or transmit. 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.

Proposer agrees that the requirements of this Section shall be incorporated into all subcontractor/sub Proposer agreements entered into by the Proposer. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

The obligations of Proposer under this Section shall survive the termination of this Agreement.

- xiii. **DATA SOVEREIGNTY:** All data must be encrypted at rest and stored in the Contiguous United States (the 48 adjoining states plus Washington D.C.). All proposers must comply with the Cloud Computing Security Standard, s1.20 (**see Attachment C**).

### D. COSTS AND PAYMENTS

1. **PAYMENT TERMS:** The City shall make every effort to process payment for the purchase of material or services within 30 calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the proposal.
2. **PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
3. **LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
4. **DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
5. **NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
6. **MAXIMUM PRICES:** The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal. Proposer certifies, by signing this proposal that the prices offered are no higher than the lowest price the Proposer charges other buyers for similar quantities under similar conditions. Proposer further agrees that any reductions in the



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price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The proposer shall promptly notify the City of such price reductions.

### E. CONTRACT CHANGES

1. **CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Deputy Finance Director and persons duly authorized to enter into contracts on behalf of the Contractor. As per City Charter and City Code, contract amendments must also be signed as to form by the City Attorney and City Clerk.
2. **ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Deputy Finance Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.
3. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.
4. **AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

### F. RISK OF LOSS AND LIABILITY

1. **ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.
2. **INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK:** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any



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settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

3. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

4. **LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the title and risk, or protection of or for loss of materials or services, from the time that the contract operations have commenced until the final written acceptance of the work by the City.
5. **DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

### G. WARRANTY ON DELIVERABLES

1. **GUARANTEE:** Contractor warrants the Deliverables (including hardware, electrical, electronic, mechanical, and all other system components, including installation, but excluding software), for a period of one (1) year starting with the date of final system acceptance (the "Warranty Period"), to be substantially free of any condition which would make the system fail to perform other than in material accordance with the requirements set forth in the Statement of Work (each such condition to be considered an "Error"). Contractor specifically warrants that all software (also a Deliverable) shall be free of any condition which could make it fail to perform other than in material accordance with the specifications (each such condition to be considered an "Error") for a period of 9 months after actual installation of the software. If the City reports to Contractor any Errors in the system during the Warranty Period, then Contractor shall, at its expense, use reasonable commercial efforts to modify or replace the faulty hardware, software, electrical component or other system feature as quickly as reasonably practicable. Where possible, both parties shall attempt to resolve Errors through



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telephone instruction, issuance of updated documentation, corrective code, or hardware replacement or modification.

2. **QUALITY:** Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.
3. **RESPONSIBILITY FOR CORRECTION:** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
4. **LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.
5. **QUALITY STANDARDS OF MATERIAL AND SERVICES:** If desired by the City, items/services proposal shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for proposal conform to the proposal specifications. The cost of testing, dissection or analysis shall be borne by the proposer.

### H. CITY'S CONTRACTUAL RIGHTS

1. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former 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.
2. **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
3. **DEFAULT:** In case of default by the proposer, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the proposal and/or performance



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bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

4. **AUDIT:** If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor shall be liable for reimbursement of the reasonable, actual cost of the audit.
5. **COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
6. **COST JUSTIFICATION:** In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.
7. **WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

### I. CONTRACT TERMINATION

1. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
2. **CONDITIONS AND CAUSES FOR TERMINATION:** This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving ninety (90) days written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Contractor shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.



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

In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the City, Contractor attempts to deliver to the City personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

3. **CONTRACT CANCELLATION:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

### J. INDEMNIFICATION

Contractor shall indemnify, defend, save and hold harmless the City of Phoenix 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 Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City.

### K. INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.



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The insurance requirements herein 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 contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

### 1. Minimum Scope and Limits of Insurance

Contractor shall 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.

#### a. Commercial General Liability – Occurrence Form

Policy shall 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

Policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

#### b. Worker's Compensation and Employers' Liability

Contractor shall provide Workers' Compensation Statutory Employers' Liability

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

Policy shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

#### c. Professional Liability (Errors and Omissions Liability)

Contractor's policy shall cover professional misconduct or lack of ordinary skill in performing the services defined in the Scope of Services of this Contract.

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

Contractor warrants that any retroactive date under the policy shall 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



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under this Contract is completed.

### 2. Additional Insurance Requirements

The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be 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.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

#### L. 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 shall be mailed, emailed, hand-delivered or sent by facsimile transmission to City of Phoenix, Parks and Recreation Department, 16th Floor, Phoenix, AZ 85003.

#### M. 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.

#### N. VERIFICATION OF COVERAGE

Contractor shall 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.

**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.**

All certificates required by this Contract shall be sent directly to the City of Phoenix Parks and Recreation Department, 200 West Washington, 16<sup>th</sup> Floor, Phoenix, Arizona 85003, and Attn: MSD Contracts. The City project/contract number and project description shall 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.

#### O. SUBCONTRACTORS

Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or



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Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

### **P. PERFORMANCE INTERFERENCE**

Contractor shall notify the department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within twenty-four (24) hours. Department Contact:

### **Q. CONTRACTOR'S PERFORMANCE**

Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services. The City will evaluate issues which may arise as to the quality and acceptability of any work performed under the Contract. If, in the City's opinion, performance becomes unsatisfactory, the City shall seek assurance from Contractor of Contractor's intent to perform and Contractor's plan for corrective action. This contract provision does not alter or affect the Contract Termination provisions provided herein.

The Contractor will have ten (10) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

### **R. ACCOUNT STAFFING**

The Contractor agrees to assign experienced personnel to provide for successful and timely accomplishment of the Scope of Work. The City reserves the right at any time and for any reason during the Contract to reject any Contractor staff from performing services on behalf of the City.

### **S. TIME IS OF THE ESSENCE**

The parties agree that time is of the essence in the performance of the Scope of Work.

### **T. CONTRACTORS' DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH:**

Contractor's default under this Section shall include, but is not limited to the following: (i) Contract Worker gains access to a City facility(s) without the proper badge or key; (ii) Contract Worker uses a badge or key of another to gain access to a City facility; (iii) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (iv) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (v) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, the Contractor shall be liable for and shall pay to the City the sum of one thousand dollars (\$1,000.00) for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that



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Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three (3) breaches by Contractor of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Contractor of this Section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.



## **SECTION X - GENERAL TERMS AND CONDITIONS**

**CITY OF PHOENIX  
PARKS AND RECREATION  
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### **X. GENERAL TERMS AND CONDITIONS**

#### **A. MATERIALS SUBMITTED**

All materials submitted in response to this RFP become the property of the City. Each proposer, as an express condition for the City's consideration of such proposal, waives any right to access such proposals until 30 days after City Council awards the agreement. No submission or supporting documentation will be returned to proposers except rejected or nonresponsive proposals. Proposers should note that the City is subject to the disclosure requirements of Arizona's public records law.

#### **B. CITY RESERVATION OF RIGHTS**

1. The City is not obligated to accept any submittal or to negotiate with any Proposer. The City reserves the right to accept submittals which are deemed most favorable and in the best interests of the City after all submittals have been examined and canvassed, to reject any or all submittals, and to be the sole judge of the best proposer suited for the City.
2. The issuance of this RFP and the acceptance of an RFP response do not constitute an agreement by the City that any contract shall actually be entered into by the City. The City expressly reserves the right to:
  - a. Waive any immaterial defect or informality in any RFP response or proposal procedure.
  - b. Reject any or all RFP responses.
  - c. Reissue an RFP.
  - d. Procure any service by any other means.
  - e. Request additional information and data from any or all companies.
  - f. Negotiate with any qualified Proposer.
3. The City may confirm any information provided in the Proposer's submittal or inspect any of the Proposer's facilities that would be utilized in connection with performing services under any resulting contract.

#### **C. PROPOSER(S) INCURRED COSTS**

Each Proposer will be responsible for all costs incurred in or preparing for a response to this RFP. All materials and documents submitted by the Proposer in response to this RFP or any additional requests for materials and documents made by the City for evaluation pursuant to this RFP will become the property of the City and will not be returned. The selected Proposers shall be responsible for all costs incurred by it during negotiations.

#### **D. RIGHT TO INVESTIGATE**

In addition to the references and any information submitted with the proposal, the City may obtain information on past performance.

The City's determination as to whether the proposer is qualified and responsible will be based on the information furnished by the proposer, interviews (if applicable), and other sources determined to be valid by the City. Award will not be made until such investigations, which each proposer agrees to permit by submitting its proposal, are made by the City.



## **SECTION X - GENERAL TERMS AND CONDITIONS**

**CITY OF PHOENIX  
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### **E. PROPOSER CERTIFICATION**

By submission of a proposal, each proposer certifies it has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official, or current contracting consultant of the City.

### **F. APPLICABLE LAW**

Any and all disputes arising under any contract or out of the RFP herein called for, shall be governed according to the laws of the State of Arizona, and the Proposer submitting an RFP response agrees that the venue for any such action brought to enforce provisions of the Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.

### **G. LEGAL WORKER REQUIREMENTS**

The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, contractor agrees that:

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 § 23-214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
3. The City retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 1.

### **H. CONFIDENTIALITY AND DATA SECURITY**

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor/Consultant in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor/Consultant 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.

Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor/Consultant must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

In the event that data collected or obtained by the Contractor/Consultant in connection with this Agreement is believed to have been compromised, Contractor/Consultant shall notify the City Privacy Officer immediately. Contractor/Consultant agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor/Consultant agrees that the requirements of this Section shall be incorporated into all



## **SECTION X - GENERAL TERMS AND CONDITIONS**

**CITY OF PHOENIX  
PARKS AND RECREATION  
DEPARTMENT**

subcontractor/subconsultant agreements entered into by the Contractor/Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

Contractor/Consultant shall indemnify, defend, save and hold harmless the City and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and cost of claims processing, investigation and litigation) for any loss caused, or alleged to be caused, in whole or in part, by Consultant's or any of its owners', officers', directors', agents' or employees' failure to comply with the requirements of this Section. This indemnity includes any claim arising out of the failure of contractor/consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

The obligations of Contractor/Consultant under this Section shall survive the termination of this Agreement.

### **I. NON-WIAVER OF LIABILITY**

The City, 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 Proposer submitting an RFP response 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.

### **J. EXECUTION OF CONTRACT**

Within 30 days of the notice from the City that the contract has been finalized, the successful proposer shall fully execute and deliver such contract. Should the successful proposer fail to deliver the agreement within 30 days, the award may be canceled by the City. In the event the successful proposer defaults, or refuses or fail to timely execute the formal contract or provide required documents, the City shall consider award to the next highest qualified proposer who is ready and willing to provide services.



## SECTION XI - SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX  
PARKS AND RECREATION  
DEPARTMENT

### XI. SPECIAL TERMS & CONDITIONS

#### A. INQUIRIES

To adhere to the solicitation transparency policy and avoid disqualification, all questions that arise relating to this solicitation shall be directed in writing to the Procurement Officer:

Isis Sanchez  
City of Phoenix, Parks and Recreation Department  
200 W. Washington Street, 16th Floor  
Phoenix, Arizona 85003  
[isis.sanchez@phoenix.gov](mailto:isis.sanchez@phoenix.gov)

To be considered, written inquiries shall be received at the above email address by the date listed in the Schedule of Events. The City will respond to inquiries in an addendum published on the Procurement Website. If you need clarification to a solicitation, you are expected to send a written inquiry.

No informal contact initiated by Proposers on the proposed service will be allowed with members of the City's staff from date of distribution of this solicitation until after the closing date and time for the submission of proposals. Such communication will be deemed a violation of the transparency policy and you will be disqualified. All questions concerning, or issues related to, this solicitation shall be presented **in writing**.

#### B. SOFTWARE DEMONSTRATION

The City will require a demonstration of the software or material offered as part of the evaluation process. The software or material shall be provided by the proposer at no cost to the City for the period of time deemed sufficient to properly evaluate the product. The exact time period, conditions and terms of the evaluation shall be established at the time a demonstration is requested. Proposers must be available for this time and date with no alternative time frame being offered due to time constraints.

#### C. SPECIFICATIONS

The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, whether or not it has been detailed in these documents.

#### D. SOFTWARE SUPPORT

Contractor agrees to offer for each software program licensed to the City a Source Code Escrow Agreement that provides for release of the source code version of the licensed software program from escrow upon the occurrence of certain release events, including Contractor's failure to provide required maintenance services as agreed; any rejection or termination of the License Agreement by Contractor or its successors or representatives in breach of the provisions of the License Agreement including in all events any rejection or termination of the License Agreement or any proposal to do so under Title 11 of the United States Code, as now constituted or hereafter amended (the "Bankruptcy Code"), or any other federal or state bankruptcy, insolvency, receivership, or similar law; (b) failure of a trustee, including Contractor as debtor in possession in any bankruptcy case hereafter filed by or against Contractor to assume the License Agreement within fifteen (15) days after the filing of the initial bankruptcy petition or to perform the License Agreement within the meaning of Section 365(a)(4)(i) of the Bankruptcy Code; (c) the termination of substantially all of Contractor's ongoing



## **SECTION XI - SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX  
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business operations relating to the subject of the License Agreement and (d) any liquidation of Contractor, or any sale, assignment, or foreclosure of or upon assets that are necessary for the performance by Contractor of its responsibilities under the License Agreement and any agreed upon Support or Maintenance Agreement.

### **E. TRAINING**

The successful contractor shall provide training as mutually agreed upon during the course of the contract.

### **F. GENERAL TRAINING REQUIREMENTS**

On site training will be provided to the City of Phoenix Parks and Recreation staff of use and configuration of the software and website maintenance, updates, etc. The Proposer will provide all necessary materials and instructions for this purpose. Training materials will remain the sole property of the City.

Where the Proposer does not have appropriate knowledge or materials for providing training, it will be the Proposer's responsibility to coordinate and secure, at no additional cost, subcontractors to meet the requirement of this specification.

### **G. WARRANTY POLICY**

The Proposer must include a warranty conforming to Section X, Paragraph (G)(1) and maintenance covering the five (5) years following the City acceptance for all hardware and software proposed. All maintenance contracts must co-terminate regardless of the acceptance date of the associated equipment. Both hardware and software maintenance must include software updates, upgrades, firmware upgrades/updates, and security patches. The Proposer's or manufacturer's trouble ticketing and reporting system must be available to the City to access the details of open or closed tickets.

### **H. SUSPENSIONS OF WORK**

The City of Phoenix Parks and Recreation Department and the project manager reserve the right to suspend work wholly or in part if deemed necessary for the best interest of the City of Phoenix. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

### **I. 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.

### **J. PERFORMANCE INTERFERENCE**

Contractor shall notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within twenty-four (24) hours.

Technical Contact: Shereka Jackson  
Golf Contact: Greg Leicht

### **K. CONTRACT PERFORMANCE**

Proposer shall furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in



## **SECTION XI - SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX  
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the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Proposer.

The Proposer will have 4 hours from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Proposer. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

### **L. HOURS OF WORK**

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

### **M. SOFTWARE LITERATURE**

Proposer shall include with submittal all technical and/or detailed product brochures for the City's use to evaluate their product(s) offered.

### **N. INDUSTRY STANDARDS**

It is intended that the Proposer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

### **O. MANUALS**

All complete training manuals are to be furnished during the scheduled trainings sessions at no additional cost to the City. Training Manuals and other materials shall show all specific specifications and troubleshooting in paper and electronic media.

### **P. SPECIFICATIONS**

The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, whether or not it has been detailed in these documents.



## **SECTION XII – ATTACHMENTS AND EXHIBITS**

**CITY OF PHOENIX  
PARKS AND RECREATION  
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### **ATTACHMENT A AFFIDAVIT**

#### **Assurances**

The undersigned proposer hereby submits to the City of Phoenix (City) the enclosed proposal based upon all terms and conditions set forth in the City's Request for Proposals (RFP) and referenced materials. Proposer further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by the proposer.

The undersigned proposer acknowledges and states, under penalty of perjury, as follows:

1. The City is relying on proposer's submitted information and the representation that proposer has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by proposer.
3. Proposer has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any proposer errors or omissions.
5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.
7. This proposal is valid for a minimum of 180 days after the RFP proposal deadline.
8. All costs incurred by proposer in connection with this proposal shall be borne solely by proposer. Under no circumstances shall the City be responsible for any costs associated with proposer's proposal or the RFP process.
9. Proposer has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.
10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.
11. To the best of the proposer's knowledge, the information provided in its proposal is true and correct and neither the undersigned proposer nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.



## SECTION XII – ATTACHMENTS AND EXHIBITS

### CITY OF PHOENIX PARKS AND RECREATION DEPARTMENT

#### Legal Status

1. Proposer intends to operate the business as (check one):

Corporation*	( )	Non-Profit 501(c)(3)	( )
Government Entity	( )	Partnership*	( )
Limited Liability Corporation*	( )	Sole Proprietorship	( )
Other (Please describe: _____) ( )			

\* Identify the members, if LLC, partners, if a partnership, or officers, if a corporation, of the proposer (add lines as needed).

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For the purpose of this RFP, addenda and exhibits, any questions regarding the principals are referring to the officers, partners and members as disclosed.

2. In the past 10 years, have you personally, or any business with which you have been involved, been declared bankrupt, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court? If "Yes," provide date, court jurisdiction, case name, case number, amount of liabilities, amount of assets and the status of each occurrence. **Yes ( ) No ( )**
3. Has the proposer or any of its principals or its principal's affiliates been declared to be in default under any obligation to or contract with the City? If "Yes," please provide details concerning the nature of the default, including the City contract number. **Yes ( ) No ( )**
4. Are there any pending liens, claims or litigation in excess of \$500,000 involving proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors? If "Yes," provide detailed information regarding complaints. **Yes ( ) No ( )**
5. Has the proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors, been involved in any lawsuits in the past 10 years? If "Yes," provide list. **Yes ( ) No ( )**
6. Has the proposer's or any of its principals or its principals' affiliate's contracts been terminated prior to their expiration terms, voluntarily or involuntarily, within the last 10 years? If "Yes," provide name, location, and date of the contract(s). **Yes ( ) No ( )**
7. Has the proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors ever been barred from bidding on federal, state, or local government contracts? If "Yes," provide the current status of such suspension or debarment proceedings. **Yes ( ) No ( )**



## SECTION XII – ATTACHMENTS AND EXHIBITS

### CITY OF PHOENIX PARKS AND RECREATION DEPARTMENT

8. **Disclosure of Conflict of Interest:** 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:

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9. **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 Arizona Revised Statutes (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 A.R.S. regarding conflict of interest at [www.azleg.gov](http://www.azleg.gov)).

☐ I am not aware of any conflict(s) of interest under A.R.S. Sections 38-501 thru 38-511.

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

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10. **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.
- ☐ 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**.

**Oath:**

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



## SECTION XII – ATTACHMENTS AND EXHIBITS

**CITY OF PHOENIX**  
PARKS AND RECREATION  
DEPARTMENT

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.

### **SIGNATURE(S)**

Proposer's Contracting Entity (Legal Name<sup>1</sup>): \_\_\_\_\_

<sup>1</sup>The successful proposer must be authorized to transact business in Arizona and be in good standing prior to contract award.

Printed Name of Authorized Representative\*: \_\_\_\_\_

Title: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

Telephone and Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

*\*Proposal must be signed by an individual authorized to contractually bind the proposer.*

Name of Joint Venture Partner (if applicable): \_\_\_\_\_

Printed Name of Authorized Representative\*: \_\_\_\_\_

Title: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

Telephone and Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

*\*Proposal must be signed by an individual authorized to contractually bind the joint venture partner.*

### **NOTARIZED**

Signed and sworn before me this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_

Notary Signature: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Affix Seal



**SECTION XII –  
ATTACHMENTS AND EXHIBITS**

**CITY OF PHOENIX  
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**ATTACHMENT B –  
Pricing List**

<b>Facility</b>	<b>Cost of System in Dollars</b>	<b>Trade Times Per Course/Per Day</b>
<i>Aguila Golf Course (9 &amp; 18)</i>	\$	
<i>Cave Creek Golf Course (18)</i>	\$	
<i>Encanto 9 Golf Course</i>	\$	
<i>Encanto 18 Golf Course</i>	\$	
<i>Palo Verde Golf Course (9)</i>	\$	
<b>TOTALS</b>	\$	



## SECTION XIII – ATTACHMENTS AND EXHIBITS

CITY OF PHOENIX  
PARKS AND RECREATION  
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### ATTACHMENT C – Cloud Computing Security Standard s.1.20

 <b>City of Phoenix</b> Information Technology Standard			
<b>Domain:</b> Security	<b>Number:</b> s1.20	<b>Standard Title:</b> Cloud Computing Security Standard	
<b>Original Approval</b>	03/23/2012	<b>Last Updated/Approved</b>	03/23/2012
<b>Compliance Date</b>	03/23/2012	<b>Last Reviewed</b>	03/23/2012
<b>Owner</b>	ISPO/PMO		
<b>Approvals</b>	IT Governance Operational Committee		

#### I Purpose – Summary of Intent

This document defines the security safeguards to help protect the confidentiality, integrity, and availability of City information and systems when conducting City business using cloud computing.

The City determines the appropriate security safeguards based in part on the classification of information being handled. Work involving personal identifying information, for example, requires much stronger safeguards than work classified as public. Questions about information classification should be directed to Information Technology Services, Information Security and Privacy Office. Reference: s1.9, Information Classification.

#### II Definitions – Terms Specific to the Standard

**City business** – Work performed that has a direct relation to the City’s operation and activities. For the purposes of this standard, City business includes any work performed where non- transient public records may be created, transmitted, or stored. Reference: City of Phoenix Public Records Request Handbook.

**Cloud computing** – Cloud computing is the delivery of computing as a service rather than a product, whereby shared resources, software, and information are provided to computers and other devices as a utility (like the electricity grid) over a network (typically the Internet).



## SECTION XIII – ATTACHMENTS AND EXHIBITS

### CITY OF PHOENIX PARKS AND RECREATION DEPARTMENT

As shown in the graphic below, cloud computing encompasses applications, platforms, and infrastructure. Cloud computing providers deliver applications via the Internet, which are accessed from web browsers and desktop and mobile apps, while the business software and data are stored on servers at a remote location.

<b>Domain:</b> Security	<b>Number:</b> s1.20	<b>Standard Title:</b> Cloud Computing Security Standard
----------------------------	-------------------------	---

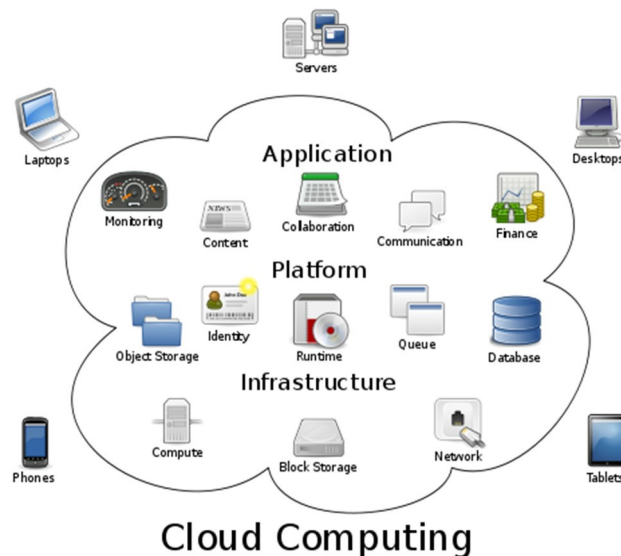


Figure 1 Source: Wikipedia

### III Applicability

This standard applies to all City of Phoenix personnel including City employees, business partners, contractors, temporary workers, volunteers, elected officials, and those in appointed positions.

### IV Roles and Responsibilities

Department heads are responsible and accountable for assuring the confidentiality, integrity, and availability of their department's information, no matter where it resides.

### V Cloud Computing Security Standards

#### 1.1 Information Classified as Public or Confidential

Listed below are the security safeguards required if **any** City information is processed, stored, or transmitted via cloud computing.



## SECTION XIII – ATTACHMENTS AND EXHIBITS

### CITY OF PHOENIX PARKS AND RECREATION DEPARTMENT

**1.2 Records Management.** Because City information may be stored outside the City's direct control, City personnel using cloud computing must ensure they comply with all records retention policies and schedules. Reference: A.R. 1.61 Records Management Program.

**1.3 U.S. Based.** Different countries have different laws regarding protecting information; therefore, the cloud computing provider should be a United States company or organization. If a cloud provider is selected that is not U.S. based, the Law Department should thoroughly vet the cloud provider prior to use.

Domain:	Number:	Standard Title:
Security	s1.20	Cloud Computing Security Standard

### 2.1 Information Classified as Confidential

In addition to complying with the above safeguards, City personnel must also comply with the security safeguards below if **any** information being processed, stored, or transmitted via cloud computing contains confidential information.

**2.2 Contractual Controls.** The City must have a contract or agreement in place with the cloud computing provider(s) that is approved by the Law Department and contains provisions that provide for confidentiality and data security safeguards for information in the cloud computing provider's custody.

**2.3 Information Protection during Transit.** Information classified as confidential must be encrypted during transmission to and from the cloud computing provider.

### VI Compliance Audits

The City Auditor Department may conduct periodic audits to evaluate compliance with the requirements set forth in this IT standard.

### VI Related Policies, Standards, and Procedures

A.R. 1.61, Records Management Program

A.R. 1.63, Electronic Communications and Information Acceptable Use

A.R. 1.90, Information Privacy and Protection

A.R. 1.91, Information Privacy and Protection Supplement — Data Shared with Third Parties  
b1.3 Waiver Standard

s1.9 Information Classification



## SECTION XIII – ATTACHMENTS AND EXHIBITS

## CITY OF PHOENIX PARKS AND RECREATION DEPARTMENT

### ATTACHMENT D – EXAMPLE Discount Cards for Golf (back)

Example Card #1: JUNIOR



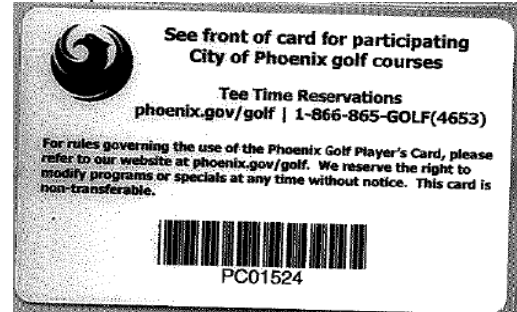
Example Card #4: SENIOR



Example Card #2: PREMIUM



Example Card #5: PLAYERS



Example Card #3: PREMIUM SENIOR



	<b>SECTION XIII – ATTACHMENTS AND EXHIBITS</b>	<b>CITY OF PHOENIX PARKS AND RECREATION DEPARTMENT</b>
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### EXHIBIT A – GMS FUNCTIONAL REQUIREMENTS/FEATURES

Proposer must complete the requirements section by rating the capabilities of their proposed solution against the specific requirements defined. Please use the Value scoring provided in table below to respond to each requirement. There may be requirements that do not require a rating. Such fields will be marked as “Do Not Rate”. In addition, Proposer must provide a narrative for each requirement with a capability value of 1-4. A narrative is required to understand vendor comments the Proposer’s solution capabilities that meet each specified requirement. The “M” indicates mandatory requirements and the “O” are optional requirements.

#### EFFORT INDICATOR

Value	Description
0	Functionality Not Provided: Solution does not meet requirement, even with a third-party solution.
1	Functionality Provided: But Requires Integration with Third Party: Solution requires third party hardware/software solution to meet requirement. Please name and identify third party solution required in the Description and/or Comments field
2	Functionality Provided: But Requires Customization: Customization implies that specialized software and/or data programmatic coding is required to deliver on requirement.
3	Functionality Provided: But Requires Extensive Configuration: Extensive Configuration implies that solution requires configuration, in excess of two weeks and/or 80hrs, to deliver requirement.
4	Functionality Provided Out-Of-The-Box: The Proposer provides the functionality from its existing code base and basic/minimal configuration may be required to deliver requirement.

M Or O*	Function or Requirement	Effort Indicator **	Vendor Comments Explain how your proposal will meet this requirement
<b>Tee Time Reservations</b>			
<b>T-1 M</b>	The system must be able to properly record and track different fees per player classification, (i.e. youth, adult, senior) per round.		



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M Or O*	Function or Requirement	Effort Indicator **	Vendor Comments Explain how your proposal will meet this requirement
T-2 M	The system must be able to add additional golf courses at any time.		
T-3 M	The system must be able to generate a daily Tee sheet for starters.		
T-4 M	The system must have the ability to set up multiple players types (i.e. youth, adult, senior).		
T-5 M	The system must allow for pass play or prepaid golf.		
T-6 M	The system must have the ability to record when and where the tee time was made and related fees for each tee time (i.e. in person, online).		
T-7 M	The system must allow reservations to be “cut and pasted” into another tee time.		
T-8 M	The system must have the ability to “squeeze” additional groups into a full Tee sheet.		
T-9 M	The system must have the ability to store and record individual customers in database at time of booking a reservation.		
T-10 M	The system must show players marked as “Paid” only when the point of sale transaction is complete.		
T-11 M	The system must allow for (real time) entry of data.		
T-12 M	The system must allow for navigation of tee time system designed for primary keyboard use.		



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<b>M Or O*</b>	<b>Function or Requirement</b>	<b>Effort Indicator **</b>	<b>Vendor Comments</b> Explain how your proposal will meet this requirement
<b>T-13 M</b>	The system must allow the user to operate using the mouse or keyboard.		
<b>T-14 M</b>	The system must allow for tracking the number of reservations, no shows, and cancellations for each player who makes a reservation.		
<b>T-15 M</b>	The system must allow for straight tee time, split tee time starts or both during a day.		
<b>T-16 M</b>	The system must allow for Multi-Tee or Split Tee view.		
<b>T-17 M</b>	Reservation screens must show timeslots shaded and/or identified as full.		
<b>T-18 M</b>	The system must have the ability to automatically generate a confirmation number per reservation.		
<b>T-19 M</b>	The system must have the ability to search for a customer in the database by customer number, name, phone number, confirmation number or email address.		
<b>T-20 M</b>	The system must have the ability for Tee time increment setups for weekdays, weekends and/or alternating times (i.e., 7-8-7).		
<b>T-21 M</b>	The system must allow for foursomes, threesomes, twosomes, or any number of players per designated time.		
<b>T-22 M</b>	The system must allow for “Day of Play” Tee sheet to only shows tees that are available for reservations (i.e., shows tees 1&10 during split tee starts in the morning and shows only 1 tee during the afternoon).		



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<b>M Or O*</b>	<b>Function or Requirement</b>	<b>Effort Indicator **</b>	<b>Vendor Comments</b> Explain how your proposal will meet this requirement
<b>T-23 M</b>	The system must have a built-in export engine that allows exporting of any and all data within the database.		
<b>T-24 M</b>	The system must have the ability to edit, input, view, and delete database records.		
<b>T-25 M</b>	The system must be able to generate reports on, Maximum number of rounds, Available Rounds, Booked and Un-booked Rounds, Cancellations, No Shows, Walk-up Rounds, Played Rounds, Customer Lists and Round Ranking by Customer, etc.		
<b>T-26 O</b>	The system should have the ability to print or export mailing labels.		
<b>T-27 M</b>	The system must have the ability to add Special Notes per Reservation or for the Entire Day.		
<b>T-28 M</b>	The system must allow for Access level protection for T-Sheet and reports.		
<b>T-29 M</b>	The Tee sheet view must have the ability to show and display how many holes (9 or 18) the customer is playing and if walking or riding a cart as well as display each reservation in a different color scheme for quick identification.		
<b>T-30 M</b>	When making a reservation, the tee sheet must have the function that allows the individual making a reservation to indicate if the customer is riding or walking.		

**Point of Sale**



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<b>M Or O*</b>	<b>Function or Requirement</b>	<b>Effort Indicator **</b>	<b>Vendor Comments</b> Explain how your proposal will meet this requirement
<b>P-1 M</b>	The system must interface with Inventory, Customer and Member databases, Tee-Times, and Statistical reporting systems.		
<b>P-2 O</b>	The system should allow the “Day of play” Tee Sheet to be displayed at the same time and on the same screen as the Point of Sale.		
<b>P-3 M</b>	The system must have the ability to identify on the Point of Sale screen if a player is an active member, has charging privileges, suspended, or is a player's club or player type.		
<b>P-4 M</b>	POS and other modules must have access to the same account balance (e.g. parent can put \$200 credit on account and their child(ren) can use that credit through POS.)		
<b>P-5 M</b>	The system must have the ability to capture player, name, address, phone number, email address and/or zip code at point of sale for mail merge and marketing.		
<b>P-6 M</b>	The system must have the ability to enter player's information with a keyboard, Bar Code, or Magnetic swipe card.		
<b>P-7 M</b>	The system must have the ability to set up credit books for frequent players.		
<b>P-8 M</b>	The system must have the ability to program "Package Keys" for items.		
<b>P-9 M</b>	The system must have the ability to sell multiple items with one "Package Key" and track each item sold separately for reporting.		
<b>P-10 M</b>	The system must have the ability to record, track and run reports on a variety of sales transactions including snack bar sales, retail sales (e.g. shirts, sports equipment, etc.), membership sales, rental charges, etc.		



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<b>M Or O*</b>	<b>Function or Requirement</b>	<b>Effort Indicator **</b>	<b>Vendor Comments</b> Explain how your proposal will meet this requirement
<b>P-11 M</b>	The system must have the ability to record and calculate taxes by commodity.		
<b>P-12 M</b>	The system must have the ability to show the complete sale item number and description on receipt.		
<b>P-13 M</b>	The system must have the ability to show discounts applied to an item and the amount on receipt.		
<b>P-14 M</b>	The system must have the ability to show tax applied and a non-tax subtotal on receipt.		
<b>P-15 M</b>	The system must number receipts in order to allow for identification of transactions and to provide a full audit trail.		
<b>P-16 M</b>	The system must have the ability to setup multiple tender types.		
<b>P-17 M</b>	The system must have the ability to split tenders and shows amounts for each tender on receipt.		
<b>P-18 M</b>	The system must allow receipts to show employee number or staff name, sale date, time, transaction number, etc.		
<b>P-19 O</b>	The system should allow the sale screen to show unlimited number of items per transaction.		
<b>P-20 M</b>	The system must allow for sales, returns, or voids to automatically reduce/increase inventory (Perpetual Inventory).		
<b>P-21 M</b>	The system must have the ability to add new inventory items and have those items immediately available for sale.		



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<b>M Or O*</b>	<b>Function or Requirement</b>	<b>Effort Indicator **</b>	<b>Vendor Comments</b> Explain how your proposal will meet this requirement
<b>P-22 M</b>	The system must automatically generate warnings for sale of items creating negative quantities.		
<b>P-23 M</b>	The system must generate warnings for items sold below cost.		
<b>P-24 M</b>	The system must have the ability to have "Opened Price" items for price creation at time of sale.		
<b>P-25 M</b>	The system must have the ability to set user defined access levels for voids, returns, canceled sales and discounts.		
<b>P-26 M</b>	The system must have the ability to define access levels by department and employee.		
<b>P-27 O</b>	The system should allow for "true" multiple departmentalization (i.e. green fees, equipment).		
<b>P-28 O</b>	The system should allow for pricing of items at a multilevel and based on quantities purchased.		
<b>P-29 M</b>	The system must have the ability to look up inventory by item number, partial item number, department, or description.		
<b>P-30 M</b>	The system must support Bar Code Readers and Portable Inventory Scanner.		
<b>P-31 M</b>	The system must print price tags with item number, Bar Code, Price and Item Description on standard Laser label.		
<b>P-32 M</b>	The system must allow for batch printing of Bar Code tags.		
<b>P-33 M</b>	The system must have the ability to print messages and cart agreement on customer receipt.		



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M Or O*	Function or Requirement	Effort Indicator **	Vendor Comments Explain how your proposal will meet this requirement
P-34 M	The system must allow for discounts by Percentage, Dollars Off, Cost Plus, and Complementary.		
P-35 M	The system must have the ability to track and identify the salesperson per transaction.		
P-36 M	The system must have the ability to automatically generate a Rain Check or Gift Certificate which is pro-rated based on the number of holes the customer played.		
P-37 O	The system should have the ability to have user defined or automatic generation of Gift Certificate and Rain Check numbers.		
P-38 M	The system must automatically calculate the expiration date for Gift Certificates and Rain Checks.		
P-39 M	The system must have the ability to define if change can be given back on particle balance gift certificates.		
P-40 M	The system must have the ability to generate detailed reports showing the status of all gift certificates for easy reconciliation with liability accounts.		
P-41 M	The system must have the ability to track gift certificates by date sold, expiration, and/or amount.		
P-42 M	The system must have the ability to generate daily point of sale closing, cash in drawer, and closing reports with sequential non-resettable closing number.		
P-43 M	The system must have the ability to allow “End of shift” reconciliation to be performed at the pro shop workstation or later at the manager’s workstation.		
P-44 M	The system must have the ability to enter weather and course conditions as part of the daily close procedure.		



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M Or O*	Function or Requirement	Effort Indicator **	Vendor Comments Explain how your proposal will meet this requirement
<b>P-45 M</b>	The system must allow for tournament charges and balance reconciliation at the Point of Sale station.		
<b>P-46 O</b>	The system must have the ability to print tournament contracts and agreements.		
<b>P-47 M</b>	The proposed hardware and software must support EMV standards.		
<b>P-48 O</b>	The system should have the ability to process transactions with mobile pay applications.		
<b>INVENTORY</b>			
<b>I-1 M</b>	The system must allow inventory items to be added, deleted, and adjusted at any time.		
<b>I-2 M</b>	The system must allow access to inventory functions (add, delete, change) as controlled by user profile.		
<b>I-3 M</b>	The system must allow transactions to immediately update inventory and account balances.		
<b>I-4 M</b>	The system must have the ability for multiple Point of Sale stations to access the same inventory and customer files, using access profiles.		
<b>I-5 M</b>	The system must have the ability to record the date, cost, vendor, and references, specifying fields as either mandatory or optional.		
<b>I-6 M</b>	The system must capture information for each inventory receipt.		
<b>I-7 M</b>	The system must have the ability to produce a report on all inventory transactions.		



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<b>M Or O*</b>	<b>Function or Requirement</b>	<b>Effort Indicator **</b>	<b>Vendor Comments</b> Explain how your proposal will meet this requirement
<b>I-8 M</b>	The system must have the ability to calculate new average unit costs, based on user-defined parameters such as wholesale cost, shipping fees, storage fees, handling cost, and spoilage.		
<b>I-9 M</b>	The system must have the ability to record new quantities, inventory dates, vendor, and reference about the changed information for each physical adjustment made to inventory.		
<b>I-10 M</b>	The system must have the ability to have up to a 15-character, City-defined, alphanumeric, inventory number.		
<b>I-11 O</b>	The system must have an automatic item inventory number builder.		
<b>I-12 M</b>	The system should have the ability to track serial-numbered items.		
<b>I-13 M</b>	The system should have the ability to customize taxes, discounts, and gratuities per inventory item, globally.		
<b>I-14 M</b>	The system must have the ability to track account and statistical information for each item in inventory.		
<b>I-15 O</b>	The Point of Sale system must have the ability to build an inventory "Kit" or "Package" in order to sell multiple items under one button.		
<b>I-16 M</b>	The system must have the ability to track items sold below target margin.		
<b>I-17 M</b>	The system should have the ability to see 36 months of instant sales history for an item.		
<b>I-18 M</b>	The system must have the ability to build Tax-included (and other costs) items.		



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<b>M Or O*</b>	<b>Function or Requirement</b>	<b>Effort Indicator **</b>	<b>Vendor Comments</b> Explain how your proposal will meet this requirement
<b>I-19 O</b>	The system must have the ability to recall deleted inventory items.		
<b>I-20</b>	The system must have the ability to make mass price and cost changes by item number, class or department.		
<b>I-21 O</b>	The system should automatically prompt the user to print price tags or bar codes for any receipts or price changes.		
<b>I-22 O</b>	The system should have an integrated purchase order module/system available (for purchase or included).		
<b>I-23 M</b>	The system must have the ability to print sales history of an item by date range or salesperson.		
<b>I-24 M</b>	The system must have the ability to setup Snack Bar or Grill operations and inventory as a separate department.		
<b>Reporting</b>			
<b>R-1 M</b>	The system must have the ability to generate golfer historical reports and frequency of play.		
<b>R-2 M</b>	The system must have the ability to generate alphabetical summary by golfer name.		
<b>R-3 M</b>	The system must have the ability to generate reports for summary of rounds and revenue by Time, Day of Week, Month by Day or Monthly, Yearly or Fiscal Year.		
<b>R-4 M</b>	The system must have the ability to preview reports before printing or save as a text file for custom report creation.		
<b>R-5 M</b>	The system must have the ability to report daily transactions by fee category.		



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<b>M Or O*</b>	<b>Function or Requirement</b>	<b>Effort Indicator **</b>	<b>Vendor Comments</b> Explain how your proposal will meet this requirement
<b>R-6 M</b>	The system must have the ability to generate reports statistically or by account codes.		
<b>R-7 M</b>	The system must have the ability to set up 24-month budget in the reporting system.		
<b>R-8 M</b>	The system must have the ability to setup Daily, Weekly, Monthly or last year's actual budgets.		
<b>R-9 M</b>	The system must be able to display actual versus budgeted performance.		
<b>R-10 M</b>	The system must have the ability to set up an unlimited number of time slots to report on facility usage and utilization.		
<b>R-11 M</b>	The system must have the ability to generate Round and Revenue reports.		
<b>R-12 M</b>	The system must have the ability to generate Cost and Margin Reports.		
<b>R-13 M</b>	The system must have the ability to generate Percentage reports.		
<b>R-14 O</b>	The system should have the ability to generate reports on 9 or 18-hole equivalent round counts.		
<b>R-15 O</b>	The system should have the ability to generate Per Round facility analysis and revenue statistics.		
<b>R-16 M</b>	The system must have the ability to generate Monthly deposit reports for bank reconciliation.		
<b>R-17 M</b>	The system must have the ability to export reports to Excel.		



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<b>M Or O*</b>	<b>Function or Requirement</b>	<b>Effort Indicator **</b>	<b>Vendor Comments</b> Explain how your proposal will meet this requirement
<b>R-18 M</b>	The Point of Sale system must allow for the review of information from an offsite computer that has access to all POS/Course systems.		
<b>R-19 M</b>	The system must have the ability to create and customize reports.		
<b>R-20 M</b>	The system must have the ability to print Reports at Point of Sale register to review daily sales.		
<b>R-21 M</b>	The system must have the ability to report and setup Cost of Goods Sold codes.		
<b>R-22 O</b>	The system should have the ability to run a report on customers by number of visits, \$ spent per visit, total dollars spent YTD and by customer number.		
<b>R-23 O</b>	The system should have the ability to report on customer spending habits and frequency of purchases.		
<b>R-24 O</b>	The system should have the ability to store and generate on demand historical reports for up to 99 prior months.		
<b>R-25 M</b>	Software must produce net revenue reports, including in a summary or detail format, and sorted by Facility, Center or Revenue Account.		
<b>R-26 M</b>	System must produce the following "Daily Close" reports: - Cash Receipt and Cash Distribution listing all receipts, processed payment types and totals. - Account Distribution Summary showing all payment distributions.		
<b>R-27 M</b>	Daily, monthly and yearly reports must be specified by date range, starting and ending receipt numbers, and starting and ending voucher numbers.		



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<b>M Or O*</b>	<b>Function or Requirement</b>	<b>Effort Indicator **</b>	<b>Vendor Comments</b> Explain how your proposal will meet this requirement
<b>R-28 M</b>	The system must have the ability to produce Net Revenue reports. Each of these reports can be produced in a summary or detail format, and sorted by Activity, Season, Category or Revenue account.		
<b>R-29 M</b>	System must produce Customer Due reports automatically (scheduled) or on demand.		
<b>R-30 M</b>	System must produce a Refund report, showing all refunds for a specified date range automatically (scheduled) or on demand.		
<b>R-31 M</b>	All standard reports produced by the System must have the ability to be run automatically (scheduled) or on demand.		
<b>System Requirements</b>			
<b>S-1 M</b>	Must work on Windows-based 64 bit running on Windows 7 or above workstations.		
<b>S-2 M</b>	The proposer must provide 24-Hours-a-Day, 7-Day-a-Week Support at no additional charge.		
<b>S-3 M</b>	The proposer must provide A Toll-Free Support Line.		
<b>S-4 M</b>	The proposer must provide custom configuration and programming at an hourly rate. Vendor to provide hourly rate matrix, showing one or more rates for applicable tiers of programming.		
<b>S-5 M</b>	The proposer must provide emergency on-line support, service, and repair within 2 hours.		
<b>S-6 M</b>	The system must have administrative access (support role base access) and access to audit files and logs with proper security authorization using an encrypted connection.		



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M Or O*	Function or Requirement	Effort Indicator **	Vendor Comments Explain how your proposal will meet this requirement
S-7 M	The system must have the ability to update programming centrally (e.g. pricing changes, tax changes, changes to product mix, etc.) and restricted based on user security access.		
S-8 M	The system must have log files or an audit trail in order to determine various changes made to administrative functions, ordering functions, POS functions, Inventory and accounting functions.		
S-9 O	The system should have the ability to read/configure different string lengths for reading bar codes.		
S-10 M	The barcode scanner must read one-dimensional (1D) and two-dimensional (2D) bar codes on a smartphones.		
S-11 M	All data must be encrypted in transit and at rest.		
S-12 M	The systems must be in PCI DSS compliance.		
S-13 M	The proposer will provide annually Attestation of Compliance (AoC) showing PCI compliance.		
S-14 O	The system must provide role-based leveraging Active Directory Federated Services.		
S-15 O	Vendor must provide services-oriented architecture (SOA), API, and/or other web services for Customer to access information, and for future backend integration with other City of Phoenix business systems. Access will be available 24x7x365.		
S-16 M	System must support and integration of existing golf customer discount cards ( <b>see Attachment D</b> ).		



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M Or O*	Function or Requirement	Effort Indicator **	Vendor Comments Explain how your proposal will meet this requirement
<b>S-17</b> <b>M</b>	System must host golfer profile information: 1. First Names, Middle Name or Initial, and Last Name 2. Date of Birth 3. Residence and Mailing Address of card holder 4. County Name		
<b>S-18</b> <b>M</b>	Website must support multiple languages.		
<b>Accounting Requirements</b>			
<b>A-1</b> <b>M</b>	System must have the ability to update account balances.		
<b>A-2</b> <b>M</b>	System must process refunds (real time and batch).		
<b>A-3</b> <b>M</b>	System must adjust customer accounts.		
<b>A-4</b> <b>M</b>	System must allow journal entry adjustments to correct missed postings or revenues.		
<b>A-5</b> <b>M</b>	System must link and unlink account credits/payments.		
<b>A-6</b> <b>M</b>	System must have a daily general ledger download. Please note what file formats are available and the fields included.		
<b>A-7</b> <b>M</b>	System must have the ability to process credit card payments real time and in batch.		
<b>A-8</b> <b>M</b>	System must produce a daily cash balance report separately per golf course to balance daily cash drawer.		



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M Or O*	Function or Requirement	Effort Indicator **	Vendor Comments Explain how your proposal will meet this requirement
A-9 M	System must update current account balances (automated to update A/R).		
A-10 M	System must have a GL download that can be run on demand.		
A-11 O	System should have a payments due report (find unpaid balances).		
A-12 O	System should be able to apply post-dated payments (for those with scheduled payments).		
A-13 M	System must provide an A/R detail report.		
A-14 M	System must be able to search transaction history.		
A-15 M	System must be able to maintain/create adjustments (choose type and GL account).		
A-16 O	System should be able to calculate, create and maintain payment plans (every Monday, 14 days prior to course, 1 <sup>st</sup> day of the month, etc.) Payment plans can be calculated and created based on weekly, bi-weekly or monthly payments.		
A-17 O	If there are any payment plan payments on a receipt, additional text is added to the bottom of the receipt, above the receipt notes, giving the receipt number and payment plan balance on each payment plan paid against on the receipt.		
A-18 M	System must be able to maintain/create taxes (city, state, rental, retail, etc.).		



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M Or O*	Function or Requirement	Effort Indicator **	Vendor Comments Explain how your proposal will meet this requirement
<b>A-19 M</b>	System must maintain accrual accounting settings: - Choose fiscal year end - Choose deferral settings (to course start, monthly, end of fiscal year, etc.)		
<b>A-20 M</b>	System must allow deposits to be placed, including a partial payment, at the time of reservation and collection of the remaining balance later.		
<b>A-21 M</b>	System must allow for reprinting of receipts.		
<b>A-22 M</b>	System must allow the user to define GL accounts by site. Users can then just choose to view the GL account information for their site (or based on administrative account creations based on user access levels) when setting up activities and generating reports.		
<b>A-23 M</b>	System must produce customer invoices and/or statements automatically (scheduled) or on demand.		
<b>Website Requirements</b>			
<b>W-1 M</b>	Proposer must ensure the landing pages for each golf course will be responsive with a 99% uptime.		
<b>W-2 M</b>	Proposer must ensure that the golf course landing pages will include one prominent “Book Now” feature and links to the five courses for which successful proposer will provide on-line tee sheet management.		
<b>W-3 M</b>	Proposer must ensure the delivered landing page include the City of Phoenix and Phoenix Golf logos, and any additional photos and content the City of Phoenix provides to ensure consistent corporate branding.		



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<b>M Or O*</b>	<b>Function or Requirement</b>	<b>Effort Indicator **</b>	<b>Vendor Comments</b> Explain how your proposal will meet this requirement
<b>W-4 M</b>	Proposer must conduct all appropriate testing and coordinate testing efforts with the City of Phoenix Parks and Recreation staff for landing pages.		
<b>W-5 M</b>	Proposer must implement the newly redesigned landing pages for each golf course on proposer's servers.		
<b>W-6 M</b>	Proposer must begin providing 24x7 website support from Go Live and once in Production.		
<b>W-7 M</b>	Proposer must host the Parks and Recreation staff landing pages for the agreed upon Products/Services Exchange in data centers located in the lower 48 state of the USA.		
<b>W-8 M</b>	Proposer must provide training in accordance with approved training plan provided in the kickoff.		
<b>W-9 M</b>	Proposer must provide Parks and Recreation staff with all documentation in soft and hard copy, including all training documentation, in accordance with the approved project plan.		
<b>W-10 M</b>	Proposer must provide technical support such as server upgrades, updates to content, or site design and maintenance.		
<b>W-11 M</b>	Proposer must use Responsive Web Design for all landing pages.		
<b>W-12 O</b>	The system must have the ability to add tee times to a shopping cart and process payments.		
<b>W-13 M</b>	The system must allow for special membership access via a member login.		



## SECTION XIII – ATTACHMENTS AND EXHIBITS

CITY OF PHOENIX  
PARKS AND RECREATION  
DEPARTMENT

M Or O*	Function or Requirement	Effort Indicator **	Vendor Comments Explain how your proposal will meet this requirement
W-14 M	The system must allow for paid membership levels.		
W-15 M	The system must allow users to create personal accounts.		
W-16 M	The system must allow for content additions, deletions, and editing.		
W-17 M	The system must include appropriate security features for site, customer, and visitor protection. Specifically, must follow PCI requirements if storing credit card and personal information.		
W-18 M	The system as hosted by the vendor must be PCI compliant and/or certified on the PA-DSS/Visa Global registry.		
W-19 M	The website must be compatible with Internet Explorer, Microsoft Edge, Google Chrome, Mozilla Firefox, and Apple Safari.		
W-20 M	The website must be compatible with mobile browsers Google Android, Apple IOS, and Microsoft Edge.		
W-21 M	The system must allow booking of a tee time and have the option to pay or not.		

**1. Merchant Accounts:** A merchant account is a contract under which an Acquirer extends a line of credit to a Merchant who wishes to engage in payment card transactions. In order to accept payment cards as payment for goods/services, Departments must first obtain a merchant account(s):

- a) The initial establishment of any merchant account must be processed through the Finance Department – Treasury & Debt Management Division.
- b) Merchant accounts must be established through the City's Acquirer. Treasury & Debt Management will work with the City's Acquirer to establish the merchant accounts.