	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Request For Proposal	

Solicitation Number: 26-0151

Materials and/or Service: Recreation Software

Solicitation Due Date: No less than 15 Business Days **Time:** 3:00 pm (Arizona Time)

Procurement Staff: Loretta Browning

Phone: (623)882-7845

Email: Loretta.Browning@goodyearaz.gov

All Offers must be received by the specified date and time cited above. Late Offers will not be considered. Offers received by the correct date and time shall be publicly opened and read. Offerors are advised to carefully read the entire Solicitation Package. Offers that do not comply with all Instructions to Offerors may be disqualified.


Solicitation packages can be obtained by downloading from the City of Goodyear's website: <https://www.goodyearaz.gov/government/departments/finance/procurement-office> and following these instructions: Click on the link above, click on Bids/Proposals or you can go directly to [goodyearaz.bonfirehub.com](https://www.goodyearaz.gov/government/departments/finance/procurement-office).

Should you experience problems downloading the solicitation, contact the procurement staff person at the above email address.

All communications concerning this solicitation must be directed to the responsible staff identified above through the City's e-procurement system (Bonfire). Communications with other city staff may disqualify you from the evaluation process.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

Published in the Arizona Republic Southwest Section on: **June 17, and June 19, 2026**

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	MICROSOFT TEAMS MEETING LINKS	

MICROSOFT TEAMS MEETING LINKS

SOLICITATION OPENING

Date: July 15, 2026 @ 3:00 p.m. (Arizona Time)

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/279577455076525?p=5Yv7wB1oR9ixkrbNDA>

Meeting ID: 279 577 455 076 525

Passcode: BT6L8Pj9

Dial in by phone

[+1 602-609-7636,,668521634#](tel:+16026097636668521634) United States, Phoenix

[Find a local number](#)

Phone conference ID: 668 521 634#



City of Goodyear

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1900 N. Civic Square
Goodyear, AZ 85395
Phone: (623)882-7845

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- Attachment A – Submittal Requirements
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1. PREPARATION OF OFFER

- a. Instructions for Preparing and Submitting Response:
 1. Proposals shall be submitted through the City of Goodyear's procurement purchasing portal (Bonfire) website at <https://goodyearaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.
 2. **Solicitation Amendments:** Any changes to the solicitation document will be in the form of a solicitation amendment. Amendments are posted on the City of Goodyear's purchasing portal (Bonfire) website at <https://goodyearaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Interested parties are cautioned to check the purchasing portal (Bonfire) for amendments prior to submitting their proposal. The City will not be held responsible if a vendor fails to receive any amendments issued.
 3. The City shall not be responsible for any oral changes to the scope of work or specifications by any employees or officer of the city and interested parties are cautioned not to rely on any such changes.
- b. It is the responsibility of all Offerors to examine the entire solicitation package and seek clarification from the responsible procurement staff person of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer.
- c. All offers shall be on the forms provided in the solicitation package. It is permissible to copy these forms if required. Telegraphic (facsimile) or emailed offers will not be considered.
- d. The Offer and Acceptance document shall be returned with the submittal signed by a person authorized to sign. Pricing documents and other documents which require information must be filled out in their entirety. Erasures, interlineations, or other modifications in the offer shall be initialed by the authorized person signing the offer.
- e. It is the Offeror's responsibility to obtain a copy of any addenda relevant to this solicitation. Failure to submit addenda with the solicitation response may be grounds for deeming an offer non-responsive.
- f. Offers shall be submitted through the City of Goodyear's procurement purchasing portal (Bonfire) website at <https://goodyearaz.bonfirehub.com/portal>.
- g. Periods of time, stated as a number of days, shall be calendar days.
- h. It is the responsibility of the Offeror to submit an offer at the place and by the time provided in the solicitation.
- i. Negligence in preparing an offer confers no right of withdrawal after the due date and time of the solicitation. No offer shall be altered, amended, or withdrawn after the specified offer due date and time.
- j. List any exceptions to any part of the City's Terms and Conditions. Exceptions must be clearly noted and identified on a separate page.
- k. Offers shall include all costs as described and indicated on the Fee Schedule. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
 1. If price is a consideration, and in case of error in the extension of prices in the solicitation, the unit price shall govern.

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- m. The City shall not reimburse the cost of developing, presenting, or providing any responses to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- n. It is the sole responsibility of Offers to submit any additional agreements that they would like for the City to consider in conjunction with the City's contract. No agreement submitted after the proposal close date will be considered.

2. SERIAL NUMBERS

Offer shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.

3. BRAND NAMES

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purposes of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to establish the quality, design or performance which is desired. Any Offeror which proposes equal or greater quality, design or performance may be considered. The City has the sole authority to accept or reject any like items.

4. SUBSTITUTIONS OR EXCEPTIONS

The City reserves the option to not consider Offers for award if the Offeror: i) takes any exception to the specifications and the City does not agree or accept the proposed changes; or ii) proposes a unit which does not meet the City's specifications exactly and the Offeror does not additionally propose the specified unit prior to bid opening, and the City rejects the alternative identified.

5. PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.


6. INQUIRIES

Any questions related to the solicitation shall be directed to the responsible procurement staff person through Messages/Opportunity Q&A on the City's procurement portal (Bonfire).

Offerors shall not contact or ask questions of other City staff or the City department for which the requirement is being procured.

Any correspondence related to a solicitation should refer to the solicitation number, page, and paragraph number. All questions must be submitted no later than the date/time indicated on the City's procurement portal (Bonfire).

Inquiries Due: July 02, 2026, by 3:00 pm

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7. PRE-PROPOSAL CONFERENCE

A Pre-Submittal Conference will **not** be held. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the City in writing. The City will then determine if any action is necessary and may issue a written amendment to the solicitation. *Oral statements or instructions will not constitute an amendment to this solicitation.*

8. LATE OFFERS/MODIFICATIONS/WITHDRAWALS

Modifications of offers, and withdrawals received after the due date and time specified for receipt will be rejected and remain unopened. An Offeror (or designated representative) may withdraw their offer via email to the responsible staff person any time prior to the solicitation due date and time.

9. PUBLIC RECORD/CONFIDENTIAL INFORMATION

All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award. If the Offeror believes that any information provided throughout the procurement process should be withheld as confidential, it is the responsibility of the Offeror to submit to the Procurement Manager a statement when the confidential information is submitted which identifies those items the Offeror believes to be confidential and the legal reason(s) why they are confidential. The Procurement Manager shall review the request for confidentiality and advise the Offeror in writing if the information will be treated as confidential by the City. If the City receives a public records request for any of the information determined to be confidential by the Procurement Manager, the City will use reasonable efforts to give notice to the Offeror prior to the release of the information.

10. OFFER ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid for one hundred twenty (120) days after the opening time and date.

11. DISCUSSIONS


The City reserves the right to conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

12. PERSONNEL

It is essential that the Offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this Solicitation. The Offeror agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the City.

13. AWARD OF CONTRACT

- a. The contract will be awarded pursuant to the provisions of the City of Goodyear Procurement Code. Unless the Offeror states otherwise, or unless provided within this solicitation, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the

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City. Notwithstanding any other provision of this solicitation, the Procurement Manager further reserves the right to i) waive any immaterial defect or informality; ii) reject any or all offers, or portions thereof; iii) reissue the solicitation; or iv) modify or cancel this solicitation.

- b. 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 and the written amendments thereto, if any. If City Council approval is necessary, offers do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The Contract has its inception in the award document, eliminating a formal signing of a separate contract.
- c. In the event the City should receive two or more identical offers, the awardee will be determined by lottery.

14. BUSINESS REGISTRATION PERMIT

Firm(s) awarded contracts with the City shall be required to obtain a City of Goodyear Business Registration Permit through the Goodyear Business Registration Office. For further information call Finance, at (623) 882-7887, Option 4 or bl@goodyearaz.gov.


15. PROTESTS

Any interested party may protest a solicitation issued by the City or the proposed award or the award of a City Contract by submitting a request in writing with the Procurement Manager for the City of Goodyear, with a copy directed to the City Attorney for the City of Goodyear as follows:

Jacque Behrens, CPPB
Procurement Manager
City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395

Roric Massey
City Attorney
City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395

- a. Writing: All protests must be in writing and shall include the following information:
- The name, address and telephone number of the protester;
 - The signature of the protester or its representative;
 - The solicitation or contract number;
 - A detailed statement of the legal or factual grounds of the protest including copies of relevant documents; and
 - The form of relief requested. R3-4-16.01
- b. Time Frame: To be considered, protests must be filed during the time frame identified in the procurement code.
- *Protests of a solicitation* must be filed within five (5) days of the first advertising of the solicitation.
 - *Protests of an award* must be filed within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award.
- c. The Procurement Manager is required to notify all interested parties that a protest has been filed.

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16. EVALUATION PANEL

Submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.

17. PANEL CONTACT

Offeror shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the solicitation, after submittal.

18. BEST AND FINAL OFFERS

The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.

19. INTERVIEWS

The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. 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 Offeror for the costs associated with the interview process.

20. CONFLICT OF INTEREST


Offerors shall fully disclose all known and potential conflicts that could influence or appear to influence their judgment or the quality of their services.

21. OFFER RESULTS

Offers will be opened on the stated due date, time and location indicated on the cover sheet of the solicitation at which time only the name of each Offeror shall be read. Offers and other information received in response to the proposal shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after award recommendation has been posted on the City's website.

A preliminary bid tabulation will be posted on the City's procurement portal (Bonfire) within five (5) calendar days of the bid opening. The information on the preliminary tabulation will be posted as it was read during the opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers an award recommendation will be posted on the City's website. No further notification will be provided to unsuccessful Offerors.

END OF INSTRUCTIONS TO OFFERORS


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SECTION 1 DEFINITIONS

- 1.1 “Contract” means this Professional Services Contract, including the standard terms and conditions, special terms and conditions, specifications/scope of work, fee schedule/price sheet, the solicitation documents, instructions to offerors (including documents referenced and included therein) and any attachments, exhibits and addendum referenced herein, the offer and any best and final offer as accepted by the City, and any amendments.
- 1.2 “Contractor” means the individual, partnership, entity, firm, company or corporation who, as a result of the competitive process, is awarded a contract by the City of Goodyear.
- 1.3 “Days” means calendar days unless otherwise specified herein.
- 1.4 “Litigation Expense” means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys’ fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.
- 1.5 “Loss” means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.
- 1.6 “Services”, “Work” or “Project” means the subject matter of this Contract as set forth in the Scope of Work.
- 1.7 “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any goods or services required for the performance of the Contract.
- 1.8 “Work Product” means but is not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records and media, and all “architectural work” and “works made for hire” as defined herein and by the United States Copyright Act, 17 U.S.C. § 101, *et seq.*

SECTION 2 SERVICES PROVIDED BY CONTRACTOR


- 2.1 Scope of Work. Contractor shall provide those “Services” described in the solicitation. Additional Services, which are outside the scope of basic services contained herein shall not be performed by Contractor without prior written consent of the City. Authorized additional Services shall be compensated for by a fee mutually agreed upon between the City and Contractor.
- 2.2 Professional Practices. All Services shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices. Contractor is responsible for knowing and complying with all applicable laws, rules, and regulations, including all applicable building regulations, license and permits requirements.

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- 2.3 Performance to City's Satisfaction. Contractor agrees to perform all Services required by this Contract to the complete satisfaction of the City and as required herein. If the quality of work is not satisfactory to the City, in addition to any and all other remedies available by law, the City in its discretion has the right to do any or all of the following: (i) Meet with Contractor to review quality of work and resolve the matters of concern; (ii) Require Contractor to repeat the work at no additional fee until it is satisfactory to the City; and/or (iii) Terminate the Contract as provided herein.
- 2.4 Investigation. Contractor warrants and agrees familiarity of the work is required to perform the Services, is satisfied as to the conditions under which it is to be performed, is competent to perform the Services and enters into this Contract based upon the Contractors own investigation.

SECTION 3 COMPENSATION AND BILLINGS/PAYMENTS

- 3.1 Compensation. Total compensation, including those Services furnished by its Subcontractors, shall not exceed the purchase order amount.
- 3.2 Method of Billing. Contractor will invoice City by the 10th day of each month for Services provided during the prior month. Invoices shall contain itemized hourly fees and specifically describe the Services performed, the name of the person(s) performing the Services, and supporting documentation.
- 3.3 Review and Withholding. City's Project Manager shall review invoices to certify payment requests. If an invoice is rejected, the City Project Manager will issue a notice of the items not approved for payment. If during the course of the Contract, Services performed do not meet the requirements set forth in the Contract, Contractor shall correct or modify the work to comply with the Contract requirements and the City shall have the right to withhold payment for such work until Contractor complies with the requirements of the Contract to the reasonable satisfaction of the City.
- 3.4 Payment. City shall pay Contractor within 30 days from the date the City receives a complete, correct and approved invoice.
- 3.5 Advance/Late Payments. Advance payments are not authorized. The City will not honor any invoices or claims which are tendered more than one (1) year after the last item of the account accrues.
- 3.6 Fund Appropriation Contingency. Funds may not presently be available for performance under this Contract beyond the City's current fiscal year starting July 1 and ending on June 30th of the following year. If payment for Contract Services extends into a new fiscal year, the City's obligation to pay for such performance is contingent upon approval of future appropriations by City Council to fund this Contract. The City shall have no legal liability to pay funds due for performance under the terms of the Contract until and unless such funds are appropriated.
- 3.7 F.O.B. Point. All prices are quoted F.O.B final destination, unless otherwise specified elsewhere in the solicitation.
- 3.8 Taxes. Contractor is solely responsible for any and all tax obligations that may result from Contractor's performance of this Contract.


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SECTION 4 PROJECT TEAM/SUBCONTRACTORS/CITY PROJECT MANAGER

- 4.1 Project Team Selection. Prior to the start of any Services, Contractor shall provide the City detailed resumes of the proposed project manager, team members, and all subcontractors Contractor wishes to assign or use to perform the Contract Services for review and final approval by the City. Contractor will maintain an adequate and competent staff of qualified persons with sufficient training, knowledge and experience consistent with applicable standards as required by this Contract. The project manager shall be responsible for and supervise all project team members and any other employees and subcontractors assigned by the Contractor. Contractor agrees that, once assigned to work under this Contract, the project manager and team shall not be removed or replaced without prior written consent of the City.
- 4.2 Discharge, Reassign, Replacement. Contractor will not discharge, reassign, replace or diminish the responsibilities of any team member approved by the City without City's prior written consent unless that person leaves the employment of Contractor, in which case the substitute must be approved by the City. Contractor will promptly remove any project team member at the City's request if that member's performance does not equal or exceed the level of competence the City may reasonably expect of a person performing those duties or if the City reasonably believes the acts or omissions of that person are detrimental to the development of the Project.
- 4.3 Coordination; Interaction. Contractor's project team are expected to work in close consultation and cooperation with all professionals working on the Project.
- 4.4 Subcontracts. Contractor shall not enter into any subcontract for the performances of any Service for this Contract without the prior approval of the City's Project Manager. Contractor shall identify all proposed subcontractors and subcontractor's proposed responsibilities. All subcontracts shall incorporate by reference all terms and conditions of this Contract. Contractor is solely responsible for the performance and payment of its subcontractors.
- 4.5 City Project Manager. The City will designate a City Project Manager to act on behalf of the City during the term of this Contract. The City Project Manager has the authority to administer this Contract and shall oversee and monitor compliance with all Contract terms and conditions. All requests for information or decisions to be made by the City for this Contract shall be directed to the City Project Manager.

SECTION 5 LICENSING, DEBARMENT AND SUSPENSION

- 5.1 Licensing/Permits. Contractor warrants and certifies that Contractor and its Subcontractors will maintain valid licenses, registrations, permits, and other approvals necessary to perform the Services required under this Contract ("Approvals"). Contractor shall immediately advise the City in writing of any change in information provided by Contractor or its subcontractors as it relates to any Approvals. Noncompliance with this provision is a material breach of Contract.
- 5.2 Debarment/Suspension. Contractor warrants and certifies neither Contractor nor any of its subcontractor:
- Are presently debarred, suspended, proposed for debarment, declared ineligible or otherwise legally excluded from contracting with any federal, state or local government entity; and
 - Have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust statutes or commission of

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embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property within a three (3) year period preceding this Contract;

- c. Are not, or have not been, indicted of or otherwise criminally charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing any public transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and
- d. Have not had one or more public transaction (federal, state or local) terminated for cause or default.

5.3 City has no affirmative duty or obligation to confirm or deny the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.


SECTION 6 WORK PRODUCT/CONFIDENTIALITY/ENCRYPTION

6.1 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and/or any related subcontract ("Intellectual Property") shall be work made for hire and the City shall be considered the creator of such Intellectual Property. The City shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within 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 vest ownership of the Intellectual Property in the City and shall take no affirmative actions that may have the effect of vesting all or part of the Intellectual Property in any entity or person other than the City. If applicable, Contractor shall place the professional seal of Contractor on all plans and documents prepared in the performance of this Contract. This section is intended to apply to all original designs, plans and specifications exclusively developed for the City by Contractor and not intended to apply to standard details, systems and specifications developed and used by Contractor which shall remain the property of Contractor and may be used with other projects without City's consent. Contractor warrants, and agrees to indemnify, hold harmless and defend the City for, from and against any claim that any Work Product infringes on third-party propriety rights. It is expressly agreed by Contractor that the covenants in this section are irrevocable and perpetual.

6.2 Confidential/Proprietary. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract are confidential, proprietary information owned by the City. Contractor shall not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager.

- a. Contractor, its employees and subcontractors, in the course of their duties, may have access to financial, accounting, statistical, and personnel data of private individuals and employees of the City. Contractor covenants that all such data, documents, discussion, or other information developed or received by Contractor or provided in performance of this Contract, whether electronic format or hard copy, are deemed confidential or restricted City information, and shall be secured and protected to avoid unauthorized access, and not be disclosed by Contractor, its employees or subcontractors without prior written authorization from the City.

6.3 City Use. City may reuse the Work Product provided by Contractor and its subcontractor pursuant to this Contract at its sole discretion. In the event the Work Product is used for another project or modified by the City without further consultation with Contractor, the City agrees to indemnify and hold Contractor harmless

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from any claim arising out of such use of the Work Product. In such case, City will also remove any seal and title block from the Work Product.


SECTION 7 TERMINATION

- 7.1 Termination. The City may terminate this Contract in whole or in part, with or without cause and for any reason, including the City's convenience, upon thirty (30) days written notice to the Contractor.
- 7.2 Compensation. In the event of termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for Services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed to the satisfaction of the City. This fee shall be in the amount mutually agreed upon by the Contractor and City, based on the Scope of Work and fee schedule. If there is no mutual agreement, the City Project Manager shall determine the percentage of work performed for each task detailed in the Scope of Work, with Contractor's compensation based on such determination and the fee schedule included herein.
- 7.3 Acts of Insolvency/Other. The City may terminate this Contract immediately by written notice to Contractor if any of the following occurs: Contractor becomes insolvent; makes a general assignment for the benefit of creditors; suffers or permits the appointment of a receiver for its business or assets; becomes subject to any proceeding under any bankruptcy or insolvency law, foreign or domestic; is wound up or liquidated, voluntarily or otherwise; persistently or repeatedly refuses or fails to complete the work required herein; persistently disregards law, rules or regulations; or fails to make prompt payment to subcontractors for material or labor.
- 7.4 Documents/Work Product. In the event of termination of this Contract, all documents and work product prepared by Contractor pursuant to this Contract including, but not limited to, finished or unfinished design, development and constructions documents, studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the City's delivery of termination notice to Contractor, at no cost to the City. Any use of uncompleted documents without specific written authorization of Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

SECTION 8 INDEMNIFICATION/RISK OF LOSS

- 8.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, save and hold harmless the City, its elected officials, officers, agents and employees (hereinafter referred to as "Indemnatee") for, from and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorney's fees and Litigation Expenses asserted by a third-party (i.e. a person or entity other than City or Contractor) and that is caused by, related to, arises out of, or alleged to have resulted from, in whole or in part, any negligent, reckless or intentional acts, errors, fault, mistakes, omissions, work, or service of the Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors or any other person for whose acts, errors, fault, mistakes omissions, work or service the Contractor may be legally liable in the performance of this Contract.


The Indemnification provided hereunder shall extend to claims arising out of, or recovered under, Arizona's Workers' Compensation Law or the failure of Contractor to conform to any applicable and appropriate law,

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rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against Indemnitee for claims arising from the work performed by Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors pursuant to this Contract. The provisions of Section 10 are irrevocable and perpetual, and shall survive the expiration or termination of this Contract.

- 8.2 Indemnification – Patent, Copyright and Trademark. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, save and hold harmless the City, its elected officials, officers, agents, and employees (hereinafter referred to as "Indemnitee") individually and collectively at Contractor's own expense, for, from and against any liability, including any and all expenses, losses, royalties, profits, judgments, damages, including all legal costs and expenses, court costs and attorney fees, for infringement of any patent, copyright, trademark and other proprietary rights of any third parties arising out of, related to or resulting from this Contract or use by the City of materials furnished or Services performed under this Contract. The City may be represented by, and actively participate through, its own counsel in such suit or proceedings, if it is so desires.
- 8.3 Cooperation. In the event any claim or action is brought against the City relating to Contractor's Services, Contractor shall provide the City with any and all reasonable assistance and cooperation which the City may require or request.
- 8.4 Title and Risk of Loss. Title and risk of loss of goods and Services shall not pass to the City until the City authorized personnel actually receives and accepts the goods or Services at the point of delivery; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming goods shall remain with the Contractor regardless of receipt.
- 8.5 Acceptance. All material and Services are subject to final inspection and acceptance by the City. Material or Services failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be rejected by the City. If returned or rejected, all costs are the responsibility of the Contractor.
- 8.6 Force Majeure. Neither Party shall be in default by reason of any failure in performance of this Contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable Acts of God; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions.

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 the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. 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.


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SECTION 9 REPRESENTATIONS/WARRANTIES

- 9.1 Warranties. Contractor warrants that all goods and Services provided under this Contract shall fully conform to the specifications of this Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 9.2 Safety. Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of law, rules, and regulations. If applicable, Contractor shall erect and properly maintain at all time, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post signs warning against known or unusual hazards.
- 9.3 Responsibility for Errors. Contractor shall be responsible for its work and results under this Contract. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's Project Manager regarding any Services rendered under this Contract at no additional cost to the City. In the event that an error or omission attributable to Contractor occurs, Contractor shall, at no cost to the City, provide all necessary design drawings, estimates and other professional services necessary to rectify and correct the matter to the sole satisfaction of the City.
- 9.4 Noncompliance with Section 9 is a material breach of Contract. Section 9 shall survive the termination or expiration of this Contract.

SECTION 10 CONTRACTOR REPRESENTATIONS

- 10.1 Compliance with Law. Contractor, its employees and subcontractors shall provide all Services under this Contract in compliance with all applicable laws, rules, regulations, building codes, life safety codes, and other standards and criteria designated by the City.
- 10.2 Non-Discrimination. Contractor shall not discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 as amended; the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and Arizona Executive Order 2009-09 as amended, in performing this Contract and to permit the City to verify such compliance.
- 10.3 E-Verify. Pursuant to the provisions of the Federal Immigration and Nationalization Act and A.R.S. § 41-4401, as amended, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with all federal immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. § 23-214. The City may request verification of compliance from Contractor and any of its subcontractors under this Contract. The City reserves the right to confirm compliance. Should the City suspect or find that the Contractor or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including, but not limited to suspension of Services, termination of the Contract for breach or default, and suspension and/or debarment of the Contractor. All costs necessary for compliance shall be solely borne by the Contractor.
- 10.4 Evidence of lawful presence in the United States. In accordance with A.R.S. §§ 1-501, 1-502, as amended, and as a condition of entering into this Contract, a natural person shall execute an affidavit, and present one of the identification documents identified by statute, verifying their lawful presence in the U.S. Failure to


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execute this affidavit upon submittal of the Contract documents shall be considered nonresponsive and shall result in rejection of the submitted response and automatic cancellation of this Contract. Companies, corporations, and limited partnerships (anyone other than an individual) are not required to complete and submit this form prior to receiving a public benefit.

- 10.5 Liens. Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or its subcontractors in the performance of the Services required under this Contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied before the City will make final payment.
- 10.6 Notice of Action/Suit. Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Contract and/or which may affect the Contractor's performance under this Contract.
- 10.7 Advertising. Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the City Manager.
- 10.8 City Logos/Marks. Contractor shall not use any trade name, trademark, service mark, or logo of the City (or any name, mark or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- 10.9 Public Records. Contractor acknowledges all Contract documents provided to the City may be subject to disclosure pursuant to Arizona Public Records laws.
- 10.10 Continuation of Services – Israel: Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in a boycott of Israel, as that term is defines in A.R.S. § 35-393.
- 10.11 Compliance with HB 2488 Uyghurs; forced labor; contracts; prohibition. Stipulates that a public entity (including a city or town) may not enter into or renew a contract with a company for the acquisition or disposition of supplies, services, goods, information technology or construction unless the contract includes a written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:
 - The forced labor of ethnic Uyghurs in the People's Republic of China;
 - Any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - Any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

Requires a company, within 5 business days after becoming aware of noncompliance, to notify the public entity that the company is not in compliance with the written certification during the term of the contract.

The bill stipulates that the contract terminates if the company does not provide the public entity with a written certification that the company has remedied the noncompliance within 180 days after notifying the public entity of the noncompliance. Specifies that if the contract termination date occurs before the end of the remedy period, the contract terminates on the contract termination date. The provisions do not apply to a contract entered into before the general effective date.


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SECTION 11 RIGHTS/REMEDIES

- 11.1 Right of Assurance. Whenever one Party to this Contract in good faith has reason to question the other Party's intent or ability to perform, that Party questioning performance 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 the Contract.
- 11.2 Stop Work Order. The City may, at any time by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the Contractor. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 11.3 Non-Exclusive Remedies. The rights and remedies of the city under this Contract are non-exclusive.
- 11.4 Right of Offset. The City shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Standard Terms and Conditions.
- 11.5 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 goods 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.


SECTION 12 GENERAL PROVISIONS

- 12.1 Modification. No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the Parties with authority to do so.
- 12.2 Delegation and Assignment. No Party may delegate, assign, sublet or transfer any of its rights, or performance under this Contract, except with the prior written consent of the other Party which shall not be unreasonably withheld. Any purported assignment or delegation in violation of this Section is void.
- 12.3 Third Party Beneficiary. Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and the Contractor, and not for the benefit of any other Party.
- 12.4 Disputes, Governing Law, Attorney Fees. This Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Contract shall be commenced and maintained in Maricopa County Superior Court, Arizona. In the event of litigation in a U.S. District Court,

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exclusive venue shall lie in the U.S. District Court located in Phoenix, Maricopa County, Arizona. The prevailing Party shall be reimbursed by the other Party for all attorney fees and all costs and expenses, including but not limited to all service of process, filing fees, court and court report costs, investigative costs, and expert witness fees which are incurred in any legal proceeding whatsoever arising out of this Contract, including, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing.

- 12.5 Provisions Required by Law. 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.
- 12.6 Entire Agreement. This Contract constitutes the entire agreement of the Parties and supersedes all previous representations, written or oral, with the respect to the subject matter, goods and Services specified herein. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded by this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the drafting Party. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.
- 12.7 Severability. If any provision in this Contract or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 12.8 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the following order:
- Special Terms and Conditions
 - Standard Terms and Conditions;
 - Statement or Scope of Work;
 - Solicitation, Instructions to Offerors (including other documents referenced or included);
 - Contractors Offer;
 - Fee Schedule/Price Sheet; and
 - Attachments, Addendums and Exhibits.
- 12.9 Independent Contractor. Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee, agent, subcontractor or subcontractor of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 12.10 Ambiguities Not Held Against Drafter. This Contract having been freely and voluntarily negotiated by all Parties and the rule of contract construction that ambiguities, if any, in any term or condition of an agreement are held against the drafter of the agreement is not applicable to this Contract.
- 12.11 Waiver. The delay or failure of either Party at any time to require performance of compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Contract shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

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The waiver of any right or remedy in respect to any occurrence of event shall not be deemed a waiver of any right or remedy in respect to any occurrence or event, nor shall any waiver constitute a continuing waiver.

- 12.12 Survival. The Parties agree that each Party shall remain obligated to the other Party under all provisions of this Contract that expressly or by their nature extend beyond and survive the expiration or termination of this Contract. This includes by way of example, but not limitation, the provisions addressing insurance, indemnification, warranties, damage, Information Technology Nondisclosure, and audit provisions.
- 12.13 Time is of The Essence. Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence. Contractor is providing Services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 12.14 Non-Exclusive Contract. Any subsequent Contract resulting from the solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City. Contractor acknowledges that the City may enter into agreements with other contractors to obtain the same or similar services that are the subject of this Contract or may have its own employees perform services similar to those services contemplated by the Contract.
- 12.15 Audit of Records. Contractor, and its subcontractors that perform any work under this Contract, shall retain all books, accounts, reports, files and any and all other records relating to the Contract for six (6) years after completion of the Contract and upon written request, shall make such records available to the City for review, inspection, and audit. Contractor shall deliver all records, at no cost to the City, to the Goodyear City Hall, 1900 N Civic Square, Goodyear, Arizona 85395, or to such other City facility within the City as designated by the City. If approved by City Attorney in writing, photographs, microphotographs, or other authentic reproductions may be maintained instead of original Contract Documents.
- 12.16 Audit/Billing and Expenses. The City reserves the right to request supporting documentation for all hourly amounts or reimbursable expenses charged to the City. Such records will be subject to audit at any time during the term of this Contract and for a period not to exceed two (2) years after any amount is billed. Within thirty (30) days of receiving a request, Contractor will furnish to the City original invoices and payroll records to support all charges. The City reserves the right to audit all supporting evidence necessary to substantiate charges related to this Contract, both direct and indirect costs, including overhead allocations if they apply to hourly costs associated with this Contract. If requested by the City, Contractor will provide supporting records electronically in addition to a hard copy. If the audit reveals overcharge, the Contractor will reimburse the City upon demand for the amount of such overcharges plus interest thereon from the date paid by the City through the date of reimbursement. If the overcharges exceed 5% of Contractor's compensation, Contractor shall also reimburse the City for the cost of the audit. Contractor shall include this subsection in all contracts with subcontracts providing materials/Services for this Contract.
- 12.17 Cooperative Statement. This Contract shall be for the use of the City. In addition, political subdivisions, nonprofit organizations and public health institutions may in its discretion, may participate (piggyback) at on this Contract if the Contractor agrees to do so.
- 12.18 Headings/Captions. Headings and captions appearing in this Contract have been inserted for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of this Contract or any provision hereof.

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12.19 Conflict of Interest. This Contract is subject to cancellation by the City, without penalty or further obligations, pursuant to the provisions of A.R.S. § 38-511, as amended.

12.20 Notices. Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally delivered to the Party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed as follows:

To Contractor:
Name/Title
Business Name:
Address:
City/State/Zip
Phone/Email:

To City:
Diana Noah
Support Services Manager
City of Goodyear, Parks and Recreation Department
1900 N. Civic Square
Goodyear, AZ 85338

Copy to:
City Attorney
City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395


12.21 Modification or Waiver. Any changes, alterations, or modifications to this Contract, including agreed upon interpretation of meaning and other mutually agreed upon conditions provided for in this Contract, shall be made by written instrument executed by all Parties and adopted in the manner by which this Contract was adopted.

12.22 Counterparts. This Contract may be executed by the Parties in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original document. All signatures need not be on the same counterpart.

12.23 Authorization. Each Party warrants and represents that it has full power and authority to enter into and perform this Contract and the person signing on behalf of each Party has been properly authorized and empowered to enter this Contract. Each Party further acknowledges it has read this Contract, understands it, and agrees to be bound by it.

12.24 Electronic Signature. The signatures on this Contract may be an original signature, or an original signature that has been replicated by photocopy, electronic or other digital means or fax.

END OF STANDARD TERMS AND CONDITIONS


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SECTION 1. TERM OF CONTRACT


1. The initial term of this contract shall be two (2) years from the date of award, with the option to renew for three (3) additional two-year periods, upon mutual written consent of the parties to the contract, not to exceed eight (8) years. The City has no obligation to extend or renew this contract, and any decision to do so is at the sole discretion of the City.

SECTION 2 INSURANCE

- 2.1 Minimum Scope and Limits of Insurance. Contractors shall obtain and maintain in full force and effect during the life of this Contract, and any warranty period, all of the following minimum scope of insurance coverages with an insurance company duly licensed by the State of Arizona with a current A.M. Best Company, Inc rating of not less than A- or above and a category rating of not less than “VIII” with policies and forms satisfactory to the City. Use of alternative insurers requires prior written approval from City.
- 2.2 Commercial General Liability. Commercial General Liability insurance with a limit of not less than \$1,000,000, per occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products-completed operations, contractual liability, bodily injury, and property damage, but shall not be limited to the liability assumed under the indemnification provisions of this Contract. Coverage shall be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof, and shall be an occurrence-based policy. The Certificate of Insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations required by this Contract. These limits may be met through a combination of primary and excess liability coverage.
- 2.3 Automobile Liability. Commercial and Business Automobile Liability insurance for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than \$1,000,000, combined single limits, per occurrence for bodily injury and property damage. Coverage shall be at least as broad as coverage Code 1 “any auto” under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.
- 2.4 Workers’ Compensation. Workers’ Compensation as required by State and federal law statutes having jurisdiction over its employees engaged in the performance of any Services herein. Contractor agrees to waive, and to obtain endorsements from its workers’ compensation insurer waiving subrogation rights under its workers’ compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers’ compensation insurance policies.
- 2.5 Umbrella/Excess Liability. Contractor and Subcontractor shall maintain Umbrella and Excess Liability insurance with a limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that “follows form” and applies in excess of the Commercial General Liability, Automobile Liability, and Employer’s Liability, as required above. Primary per occurrence coverage may be used to fulfill this requirement.
- 2.6 Professional Liability (“E&O”): E&O liability insurance with policy limits of not less than \$1,000,000 each claim and \$2,000,000 annual aggregate limit. Contractor shall obtain and maintain, such E&O liability insurance during the life of this Contract and for three years after completion of the work hereunder.

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- 2.7 **Claim Reporting.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- 2.8 **Notice of Cancellation.** Each certificate for each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage by endorsement to limits lower than those required by this Contract, except after prior written consent from the City. Notice will be sent as required herein.
- 2.9 **Additional Insureds.** The Commercial General Liability and Business Automobile Liability policies shall contain or be endorsed to contain the following provision: “The City of Goodyear and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of, or related to, activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.”
- 2.10 **Primacy of Coverage.** Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of insurer’s liability. Contractor’s policy shall be primary and non-contributory.
- 2.11 **Certificates of Insurance/Endorsements.** Contractor shall provide the City certificates of insurance as required by this Contract and as described above in a form and content approved by City, prior to performing any services under this Contract. The insurance certificates shall be attached hereto and incorporated hereby by this reference.
- a. **Endorsements.** Contractor shall provide City with additional insured endorsements as required by this Contract and as described above. The additional insured endorsement must have either the policy number to which it applies on the endorsement or the declaration page identifying coverage along with the forms page showing the endorsement coverage, prior to performing any services under this Contract. The endorsement shall be attached hereto and incorporated by reference.
- 2.12 **No Representation of Coverage Adequacy.** The insurance requirements herein are *minimum requirements*. The City in no way warrants that the minimum requirements are sufficient to protect Contractor from liabilities that might arise out of the performance of the Work under this Contract by Contractor, and the Contractor is free to purchase additional insurance. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Contract.
- 2.13 **Non-Waiver.** The City reserves the right to review any and all insurance policies and/or an endorsement required by this Contract, but has no obligation to do so. Failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract. Any failure of Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, agents, employees and volunteers.
- 2.14 **Other Contractors or Vendors.** Contractor shall ensure its subcontractors and any vendors that may be contracted with in connection with the Project procure and maintain insurance coverage as is appropriate for their particular contract and properly endorse the City as required by this Section.

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SECTION 3 EVALUATION CRITERIA POINTS 1000

A committee will evaluate and rank the offers, based on the following criteria:


- | | |
|---|------------|
| 1. Function and Fit | 450 Points |
| 2. Vendor Experience & Technical Capability | 250 Points |
| 3. Implementation & Support | 200 Points |
| 4. Price / Cost Consideration | 100 Points |

ORAL INTERVIEWS (OPTIONAL) POINTS 1000

- | | |
|---|------------|
| 1. Function and Fit | 450 Points |
| 2. Vendor Experience & Technical Capability | 250 Points |
| 3. Method of Approach / Overall Presentation and Product Demo | 500 Points |
| 4. Price/Cost Considerations | 100 Points |

MAXIMUM TOTAL	POINTS 2000
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END OF SPECIAL TERMS AND CONDITIONS

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Scope of Work	

I. Introduction

The City of Goodyear is seeking proposals from qualified vendors to provide a comprehensive, cloud-based Recreation Software System delivered as Software as a Service (SaaS). The system will support a full range of recreation operations, including registration, reservations, facility management, financial processing, reporting, and customer engagement for the Parks and Recreation Department, while managed, maintained and governed by the Information Technology (IT) Department.

II. Background

The Parks and Recreation Department manages a wide range of programs, facilities, and services for the community. The organization seeks a modern, cloud-based solution that enhances user experience, improves operational efficiency, and aligns with IT governance, security, and support standards.

III. Purpose and Objectives

1. Purpose

The City intends to implement a Recreation Software platform that provides a software solution for facility rentals, program registrations, pass management, and payments software to improve the efficiency, accessibility, and accuracy of program management and financial transactions. The recreation software must possess the capabilities listed below.

- a. Provide a centralized system for facility rentals, program registrations, pass management, and facility management
- b. Improve customer experience with online and mobile access
- c. Ensure security, scalable and reliable system architecture
- d. Enable IT-managed administration, integration, and support
- e. Provide extensive analytical options that include standard and custom reports

2. Objectives


The proposed solution should:

- a. Enhance customer service by providing multiple means of registration, communication, and account/membership management through easy-to-use digital services
- b. Incorporate a new recreation software that is easy to use for employees at all levels in the organization
- c. Streamline Parks & Recreation operational workflows and reduce manual processes
- d. Minimize impact to the customer experience throughout the transition of software systems
- e. Ensure strong data security, privacy, and regulatory compliance

IV. Project Scope of Services

The Contractor shall provide the following services, in alignment with the City's operational needs.

- a. Software licensing (SaaS preferred)
- b. Implementation and configuration services
- c. Data migration from existing systems
- d. Training for Parks and Recreation and IT staff
- e. Ongoing support and maintenance


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	Scope of Work	

V. Desired Product and Service Capabilities

1. Vendor Qualifications
 - a. Demonstrated commitment to outstanding customer service and responsiveness
 - b. Proven experience and successful track record in the recreation management software industry
 - c. Financial stability and ability to support long-term system use
2. System Usability
 - a. Intuitive, user-friendly navigation and modern graphical interface
 - b. Mobile-friendly, customer-facing platform
 - c. Scalable architecture capable of supporting future growth
 - d. Cutting-edge technology that meets evolving public expectations
 - e. Seamless integration across all system modules
 - f. Demonstrate ADA compliance with the newest Department of Justice regulations (WCAG 2.1, Level AA Standards)
3. Customer Service and Engagement
 - a. Tools that enable City staff to provide exceptional customer service both in person and remotely
 - b. Multiple customer self-service options, including online registration, reservations, and account management
 - c. Automated notifications via email, phone, text, or other communication channels
 - d. Effective communication tools for staff-to-patron interaction onsite and offsite

VI. Functional Requirements

1. Program Management
 - a. Program registrations
 - b. Facility and amenity reservations
 - c. Membership management
 - d. Point-of-sale and online payments
 - e. Accounting and revenue tracking
2. Registration and Payments
 - a. Online registration portal
 - b. Shopping cart functionality
 - c. Secure payment processing (PCI compliant)
 - d. Discount, promotions, and memberships
3. Facility Management
 - a. Provide a reservation management system that supports customizable items and enables customers to interact with and modify their reservation
 - b. Facility reservations (fields, rooms, courts, ramadas, etc.)
 - c. Calendar and availability management (internal and external)

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4. Customer Management
 - a. Customer facing online portal
 - b. Financials and account management
 - c. Administrative controls over account management (i.e. trespassed patron, account delinquency, administrative holds)
 - d. Family and individual memberships
 - e. Customer communication tools

5. Reporting and Analytics

- a. Comprehensive reporting functionality across all modules (programs, memberships, facilities, financials, etc.)
- b. Configurable dashboards for management and decision-making
- c. Ability to generate both canned and custom reports
- d. Export to common formats (CSV, Excel)

VII. Technical Requirements

1. Architecture

- a. Provide detailed architecture and security documentation
- b. IT must retain administrative visibility into system performance and availability
- c. Defined data ownership, backup, and disaster recovery processes
- d. Scalable to support future growth

2. Security and Access Control

- a. Role-based access control (RBAC)
- b. Multi-factor authentication (MFA)
- c. Data encryption in transit and at rest
- d. Compliance with applicable standards (e.g., CJIS, HIPAA if applicable)
- e. Regular security updates and patching


3. Integration

The proposed solution must support modern, standard-based integration methods. Vendors must demonstrate proven capability to integrate with industry-standard platforms and tools. The solution must include:

- a. Availability of robust, well-documented APIs that support secure, real-time data exchange.
- b. Proven integration capability with the following systems:
 - i. Financial System
 - ii. Geographic Information System (GIS)
 - iii. Cashiering / Point-of-Sale System
 - iv. Demonstrate payment processing for online transactions
 - v. Automated Lighting Management Systems

4. Administration


- a. Centralized administration controls
- b. Audit logging and monitoring
- c. Environment management (test, development, production)
- d. Software updates

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VIII. Security Compliance and Data Protection Requirements


1. Compliance Standards
 - a. SOC 2 Type II certification (or equivalent)
 - b. ISO/IEC 27001 certification (preferred)
 - c. PCI-DSS compliance for payment processing
 - d. Compliance with applicable state and federal data protection regulations
2. Data Protection
 - a. Encryption of data in transit (TLS 1.2 or higher) and at rest (AES-256 or equivalent)
 - b. Data segregation in multi-tenant environments
 - c. Defined data retention and secure data destruction policies
 - d. Data ownership remains with the organization
3. Identity Management
 - a. Integration with enterprise identity providers (e.g., Azure AD, SSO, SAML 2.0)
 - b. Role-based and least privilege access controls
 - c. Support for conditional access policies
4. Incident Response and Breach Notification
 - a. Documented incident response plan
 - b. Security incident notification within a defined timeframe (e.g., 24–72 hours)
 - c. Cooperation with organizational and legal requirements during investigations
5. Vulnerability Management
 - a) Vulnerability scanning and penetration testing
 - b) Timely patching of identified vulnerabilities
 - c) Participation in a responsible disclosure or bug bounty program (preferred)
6. Business Continuity and Disaster Recovery
 - a. Documented Business Continuity Plan
 - b. Disaster Recovery Plan with defined recovery time objectives

END OF SCOPE OF WORK

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	Fee Schedule	

For the purposes of determining the lowest cost, the City will not take tax into consideration. However, Offerors shall include all applicable state and local taxes on the tax line provided. The City will pay all applicable taxes.

Item	List Description	Unit Cost	Extended Cost
1.	Licensing/Subscription Fees	\$	\$
2.	Implementation Costs	\$	\$
3.	Training Costs	\$	\$
4.	Ongoing Support and Maintenance	\$	\$
5.	Optional Modules and Add-Ons	\$	\$
6.	All known processing fees	\$	\$
State applicable tax rate: _____%		Tax	\$
Total Cost			\$

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	Offer and Acceptance CONTRACT NO. 26-0151	

DESCRIPTION OF SERVICES: RECREATION SOFTWARE

OFFER

To the City of Goodyear: The undersigned Contractor hereby offers and agrees to furnish the Services and/or material(s) in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract. Pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

Arizona Transaction (Sales):

Arizona Contractor License Number: NA

Privilege Tax License #

City of Goodyear Business Registration No.:

For clarification of this offer contact:

Name:

Telephone:


E-Mail Address:

_____			_____	
Company Name			Authorized Signature for Offer	
_____			_____	
Address			Printed Name	
_____			_____	
City	State	Zip Code	Title	Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Goodyear Use Only)

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the materials and/or services as specified in Scope of Work of this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed purchase order or written notice to proceed.

_____ City Manager, City of Goodyear (if applicable)	City of Goodyear, Arizona. Eff. Date: _____
Attested by:	_____ Procurement Manager
_____ City Clerk	Approved as to form:
City Seal	_____ City Attorney

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	<p align="center">Attachment A Submittal Requirements</p>	

The Offer shall include the following and should be presented in the order in which they appear. Failure to provide all of the required information may result in rejection of the proposal.

1. COVER LETTER


Cover letter shall include the following background information regarding the Offeror's organization, including, but not limited to:

- a) Primary contact information including name, title, email, phone, and mailing address. The person identified will be authorized to receive notices from the City.
- b) Number of employees
- c) Length of time your firm has been in business
- d) Areas of specialty
- e) List any potential conflict of interests
- f) List any exceptions to any part of the City's Terms and Conditions. Exceptions must be clearly noted and identified on a separate page.
- g) Signed Offer and Acceptance (see page 29)

2. FUNCTIONAL FIT

Offeror shall describe how they meet the recreation needs and workflows by providing the following:

- a) **Facility Rental Management**
Describe how the system supports facility rentals including availability calendars, online reservations, recurring rentals, rental agreements, deposits, damage fees, resource scheduling, and conflict prevention for parks, ramadas, rooms, courts, pools, and special event spaces.
- b) **Program Registration Management**
Explain how the platform manages program registrations for classes, camps, leagues, aquatics, and special events, including waitlists, prerequisites, household accounts, enrollment caps, transfers, cancellations, and automated communications.
- c) **Passes, Memberships & Access Management**
Describe capabilities for managing memberships, punch cards, daily admissions, resident/non-resident pricing, renewals, barcode or QR code scanning, check-in processes, and integration with access control systems.
- d) **Payment Processing & Financial Management**
Describe payment processing capabilities including online and in-person payments, PCI compliance, refunds, payment plans, recurring billing, scholarships, discounts, gift cards, receipt generation, cash handling, reconciliation, and integration with financial/accounting systems.
- e) **Online Customer Experience**
Demonstrate the customer-facing portal for facility rentals, program registrations, and pass purchases, including mobile responsiveness, accessibility compliance, multilingual support, account self-service, and online payment functionality.

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	Attachment A Submittal Requirements	

- f) **Reporting, Automation & Business Rules**
Describe available dashboards, operational reports, financial reporting, automated notifications, configurable workflows, discount rules, scholarships, and the ability to configure forms, waivers, and permissions with custom development.
 - i. Provide an explanation and a list of Custom Reports available.
 - ii. Provide a list of Canned Reports available and attach a sample copy of one (1) or two (2) of the more commonly used canned reports.
- g) Complete the Attachment D (Software Requirements Checklist) identifying if your software is completely compatible, partially compatible, or not compatible and any comments you may have. If more space is needed, additional pages can be added (please be sure to indicate the item number).
- h) Complete Attachment B (Firm's References) describing your firm's experience with three (3) similar projects within the last five (5) years. Provide the client's contact name, and current contact information, including phone numbers and email address (Attachment B).

3. **VENDOR EXPERIENCE & TECHNICAL CAPABILITY**


Offeror shall describe their industry experience, security, reliability, and scalability by providing the following:

- a) **Relevant Parks & Recreation Experience**
Describe experience supporting municipalities, parks and recreation departments, recreation centers, and similar agencies with facility rentals, program registrations, and pass management operations.
- b) **Security & Compliance Standards**
Explain system security measures including encryption, PCI compliance, role-based security, multifactor authentication, audit logging, disaster recovery, and data privacy protections.
- c) **System Reliability & Performance**
Provide uptime guarantees, hosting environment details, backup procedures, redundancy measures, and performance expectations during peak registration periods.
- d) **Scalability & Integration Capability**
Describe the platform's ability to support multiple facilities, high registration volumes, enterprise integrations, API availability, and future organizational growth.
- e) **Technical Architecture & Product Roadmap**
Explain the underlying technology platform, release schedule, mobile capabilities, accessibility compliance, and planned future enhancements relevant to recreation operations.

4. **IMPLEMENTATION & SUPPORT**

Offeror shall describe their quality of onboarding, training, and customer support by providing the following:


- a) **Implementation Approach & Timeline**
Provide a detailed implementation methodology, project timeline, staffing plan, milestones, and client responsibilities for deploying facility rentals, registrations, and pass management modules.

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	Attachment A Submittal Requirements	

- b) **Data Migration & System Conversion**
Describe the process for migrating customer records, facility schedules, historical registrations, memberships, passes, and financial data from existing systems.
- c) **Training & Change Management**
Explain training options for front desk staff, program coordinators, facility schedulers, finance staff, and system administrators, including ongoing training resources.
- d) **Customer Support Services**
Describe support availability, response times, escalation procedures, dedicated account management, and support channels available to both staff and end users.
- e) **Post-Go-Live Support & Product Updates**
Explain how the vendor handles software updates, maintenance windows, enhancement requests, issue resolution, and ongoing optimization support after implementation.
- f) Provide a sample Software Support Maintenance and documented Software License Agreement "SLA".

5. PRICE/COST CONSIDERATION


Cost provided (see attached Fee Schedule) shall be inclusive of all time and materials necessary to complete the desired deliverable, including any required equipment necessary for installation.

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	Attachment B Firm's References		

Please list a minimum of three (3) references from clients similar to the City of Goodyear whom the City may contact:


1.	Company:			
	Contact:		Phone:	
	Address:			
	Dates/Description of Work			
	Contract Value:			
2.	Company:			
	Contact:		Phone:	
	Address:			
	Dates/Description of Work			
	Contract Value:			
3.	Company:			
	Contact:		Phone:	
	Address:			
	Dates/Description of Work			
	Contract Value:			

Note: Use additional pages if necessary.

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	<p align="center">Attachment C INFORMATION TECHNOLOGY NON-DISCLOSURE AGREEMENT</p> <p align="center">Procurement No. 26-0151</p>	

The City of Goodyear (“City”) will be exchanging certain information with [REDACTED] (“Receiving Party”) that may be considered confidential. To ensure the protection of such information, the Receiving Party agrees to the following special terms and conditions.

1. Definition of Confidential Information. For purposes of this Non-Disclosure Agreement (“Agreement”), “Confidential Information” shall include the City’s information systems (“IT Systems”) and all related documentation, including but not limited to descriptions of the IT systems or its component parts, system technical specifications, systems input data, system-related know-how, system technology, and all information or data which may be derived from the foregoing.
2. City is the Owner of the Information. The City created and owns all data and information residing on and/or related to its IT Systems. The City’s disclosure of this information to the Receiving Party is not intended to and does not grant the Receiving Party any license or right, by implication or otherwise, to use this information for any purpose other than the specific business purposes of the City.
3. Use of Confidential Information. Receiving Party shall not use Confidential Information for any purpose except to evaluate whether it desires to enter into a business relationship with the City and/or to carry on a business relationship with the City.
 - 3.1 Receiving Party shall use its best efforts to protect and prevent the Confidential Information, or any part thereof, from disclosure to any person other than Receiving Party’s employees having a need for disclosure in connection with Receiving Party’s authorized use of the Confidential Information.
 - 3.2 Receiving Party shall hold Confidential Information in strict confidence and shall not directly or indirectly reproduce, transcribe, reveal, or disclose (or cause to be revealed or disclosed) Confidential Information to any third party without prior written consent of the City.
 - 3.3 Receiving Party shall not make, cause to be made, use, distribute, or sell for its own purposes, or for any purpose other than on behalf of the City, anything that includes or incorporates Confidential Information. Receiving Party shall promptly return all copies, renderings, transformations, and derivatives of Confidential Information to the City upon the termination of its discussions or work related to the IT Systems, unless otherwise approved in writing by the City.
 - 3.4 Receiving Party shall manage all of its workers who come into contact with or have access to Confidential Information and strictly enforce the obligations and duties set forth in this Agreement.
4. Exclusions from Confidential Information. The obligations this Agreement imposes shall not apply to any information that:
 - 4.1 Was known to the Receiving Party prior to the date of the City’s disclosure of Confidential Information, as evidenced by third-party documentation bearing a date prior to the date of Confidential Information disclosure;
 - 4.2 Has become publicly known through no wrongful act of the Receiving Party;

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	Attachment C INFORMATION TECHNOLOGY NON-DISCLOSURE AGREEMENT Procurement No. 26-0151	


4.3 Receiving Party received from a third party without breach of this Agreement and without restriction as to the use and disclosure of the information;

4.4 Receiving Party independently developed without use of Confidential Information; or

4.5 Was approved for release in writing by an authorized representative of the IT Department/City of Goodyear.

5. Binding on Successors and Assigns. This Agreement is binding on the Receiving Party's successors and assigns, and subsidiaries and affiliates, including their respective officials, directors, shareholders, managers, partners, members, employees, agents, representatives, and attorneys.
6. Breach. Receiving Party agrees that, in the event of a breach of this Agreement, the City shall be entitled to injunctive relief to enforce the Agreement's terms and conditions and to protect the Confidential Information. However, the City's remedies shall not be limited to injunctive relief, and the City may pursue other legal remedies for any breach or threatened breach, including but not limited to the recovery of damages. The parties agree that this Agreement shall be governed by the laws of the State of Arizona, and any action to enforce the terms of the Agreement shall be brought in the Maricopa County Superior Court.
7. Severability. If a court finds any provision of this Agreement invalid or unenforceable, such a finding shall not interfere with the enforcement of or the duty to comply with the remainder of this Agreement, which shall be interpreted so as to best effect the parties' intent.
8. Term and Termination. The nondisclosure provisions of this Agreement shall survive the termination of the Agreement, and the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the information is no longer confidential or until the City sends the Receiving Party written notice releasing the Receiving Party from this Agreement, whichever comes first.
9. This Agreement supersedes and replaces all existing agreements, written or otherwise, entered into between the Receiving Party and the City and dealing with the subject matter discussed herein.

Signature:	Date:
Typed Name:	Title:
Name of Company:	
Email Address:	

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	Attachment D Recreation Software Requirements Checklist Procurement No. 26-0151	

Complete the attached Excel spreadsheet checklist that identifies whether the proposed software is completely compatible, partially compatible, or not compatible and any comments you may have. If more space is needed, additional pages can be added. (Please be sure to indicate the item number).



2026 Recreation
Software Requireme