

CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 083009

MATERIAL OR SERVICE: GOLF MANAGEMENT SYSTEM

PROPOSAL DUE DATE: SEPTEMBER 10, 2007, AT 4:00 P.M. LOCAL AZ TIME

PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701

PRE-PROPOSAL CONFERENCE DATE: AUGUST 28, 2007
TIME: 9:00 AM – 11:00 AM
LOCATION: 255 W ALAMEDA, 6TH FLOOR, TUCSON AZ 85701

This solicitation and possible future amendments may be obtained from our Internet site at: www.tucsonaz.gov/procure by selecting the Bid Opportunities link and the associated solicitation number.

Internet access is available at all Tucson - Pima Public Libraries. Any interested offerors without Internet access may obtain a copy of this solicitation by calling (520) 791-4217, or a copy may be picked up during regular business hours at the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, AZ.

The City of Tucson takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Failure to submit amendments with the solicitation response may be grounds for deeming a submittal non-responsive.

If you experience any problems obtaining this Request for Proposal, please call (520) 791-4217.

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CONTRACT OFFICER: NICHOLAS GRUND
TELEPHONE NUMBER: (520) 791-4400 Ext. 74103
nicholas.grund@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may be obtained from our Internet site at: www.tucsonaz.gov/procure by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

NG:tk

PUBLISH DATE: AUGUST 17, 2007

OBJECTIVES

The City is soliciting Requests for Proposal (RFP) from qualified firms for the purchase and implementation of a **Golf Management System**. The City intends to replace its current golf systems, enhancing the City's ability to manage golf courses, accept tee time reservations, collect payment, and expand / manage a rewards card program.

The objectives of the City's initiative in this area are:

1. Improve the speed and efficiency to the Golfer of the reservation, membership, and course play experience.
2. Increase efficiency at which the City collects the fees and sales generated by the Golf course system. This may require changes to the City's current processes and system.
3. Improve the accuracy of, and ease of access to, the information generated by the membership system for the Golfer, the City of Tucson, and the general public.
4. Provide access to real-time data.
5. Improve the security of the data generated by the system
6. Implement and monitor metrics to measure the success of the system in meeting the above objectives.

INTRODUCTION

1. OVERVIEW OF GENERAL GOLF MANAGEMENT SYSTEM REQUIREMENTS

- A. The proposed system must provide a minimum of three (3) components: (1) an integrated tee time reservation system; (2) a golf course point of sale (POS) system for registering golfers, managing golf shop inventory and recording all financial transactions; and (3) the ability to manage an Affinity program and the issuance of identification cards ("Rewards Cards") for this program. The City is seeking a system that provides the greatest level of flexibility to accommodate the current and future needs of its golf operations.

Merchandise will be received and then entered in to inventory on the Golf Management System and is ready for sale. No other automated logging or tracking systems are used.

- B. The integrated tee time system must be compatible with the AT&T Merlin Legend system currently utilized by the Parks and Recreation Department. The City will provide all telephone lines for use by the system. The system must allow up to eight (8) callers to make golf tee time reservations simultaneously by placing a telephone call to a central telephone number. The system must be capable of accepting reservations made by Rewards Cardholders, and by non-cardholders. Through a series of system generated voice instructions, the golfer will be able to reserve, confirm, modify or cancel a tee time using a "touch tone" phone or an Integrated Voice Response (IVR) system. The system must be capable of providing golfers information regarding rates, directions to courses, phone numbers of each golf shop, hours of operation, upcoming tournaments, current playing conditions, and features of the course. The system must provide callers the option of making a reservation by speaking with a reservation clerk during hours to be defined by the City.

- C. The system must offer improved customer service via Internet access. The web-based interface must be capable of accepting reservations made by Rewards Cardholders, and by non-cardholders. Web-based interface must allow customer to make, change or cancel reservations online. The web-based interface must be capable of providing golfers information regarding rates, directions to courses, phone numbers of each golf shop, hours of operation, upcoming tournaments, current playing conditions, and features of the course.
- D. The on-site golf course point of sale system must ensure that each golfer possessing a Rewards Card is automatically charged the appropriate greens fees when checking in at the golf shop. It is required, that the POS be capable of reading bar code or magnetic strip data from Rewards Cards to expedite the check-in process in the golf shop. The POS system must allow the City to reconcile all daily receipts and to gather statistical data about golf play at each location. The system must also be capable, with a minimum number of keystrokes, mouse clicks or touch screen activity, to assess greens and other fees for golfers who do not possess a Rewards Card.
- E. The system must also facilitate the City's need to issue identification Rewards Cards for use in making tee time reservations and registering at the golf courses. The identification system must produce a durable identification card with the golfer's name and Rewards Card number. This ID card must be produced at the point of sale in a reasonable amount of time to permit the golfer to obtain immediate possession of their card. The ID issue process must be linked to the golf management system to allow the cardholder's personal information to be automatically added to the reservation system cardholder database at the time the card is issued. The system must either store a photograph of the cardholder that is recalled to the monitor anytime the Rewards Card is swiped or scanned; or print a photo on the Rewards Card. It is also required that the ID include a bar code or magnetic strip of the golfer's membership account information to expedite the check-in process through the POS systems at the courses.
- F. A primary concern of the City with regard to the Golf Management System is the reliability of the system and the ability to minimize the inconvenience to both the public and staff created by a major system failure (e.g. the server's hard disk drive fails.) The successful vendor must provide technical support and assistance with development of disaster recovery plans to be implemented if a major system failure occurs. Of particular concern is the potential loss of reservations data added to the system subsequent to the routine daily files back up. The plan should provide staff a step-by-step process for resuming normal system operations in the shortest time possible. If the proposed solution is City-hosted, the server should have a tape (or other) backup system to backup files daily. The City is also interested in each Offerors' position regarding the need for data replication for the proposed system as a method of addressing the City's data preservation concerns. The successful vendor must provide a detailed plan on the migration of data from the existing Oracle server.
- G. Contractor shall migrate all existing data to the new system, including (but not limited to) inventory, reservations, Point of Sale (POS) history and rewards cards data.

2. Golf Course Location Information

- A. The proposed centralized Golf Management System shall serve the five (5) existing 18-hole golf course situated at four locations. The main system (location of server) will be located at:

Golf Division Administration Building
600 South Alvernon Way
Tucson, AZ 85711

- B. The system software shall be designed with the capability to automate additional golf course(s) in the future. Current courses to be automated and their location follow. Note: Each golf course location has one golf shop with primary POS (the Randolph Complex Golf Shop has two (2) POS units), and a separate office for the Head Golf Professional, both of which must have on-line access to daily tee sheets.

Randolph Golf Complex
Randolph and Dell Urich Golf Courses
600 South Alvernon Way
Tucson, AZ 85711

El Rio Golf Course
1400 West Speedway
Tucson, AZ 85745

Fred Enke Golf Course
8251 East Irvington Road
Tucson, AZ 85730

Silverbell Golf Course
3600 North Silverbell Road
Tucson, AZ 85745

Approximately 400,000 rounds of golf are played at the five (5) courses on an annual basis.

3. Rewards Card Identification System

The Parks and Recreation Department currently sells Resident Rewards Card to adults and seniors who reside in Pima County, and Non-Resident Rewards Card to adults and seniors who reside in outside Pima County. Currently, over 20,000 Rewards Cards are on file in the Department's reservation system. This card file has not been purged since 2003. Parks and Recreation staff have no method of calculating how many of these cards are viable; however, staff estimates up to 35% of these cards are no longer in use.

Currently, Rewards Cards are issued at each of the City's Golf Shops. The individual leaves with their new Rewards Card and may begin to utilize it immediately. If magnetic stripe cards are used, temporary cards may be acceptable. The application is marked with the new Rewards membership number, then the cardholder's information is later manually entered into the mainframe reservation system by Golf Division staff. Updating of a golfer's personal info should be available in person or over the phone at any of the Golf Shops.

4. Overview – City of Tucson Information Technology Strategy

Offeror's system must be in compliance with following City of Tucson Information Technology strategy:

- A. The City of Tucson's Information Technology strategy is to let business needs drive the hardware and software requirements and the location of data for new application acquisitions, operating whenever possible within the City's technology standards to facilitate support and leverage existing skill sets. There is also a growing need to empower professional staff members throughout the city organization to easily access any data they require to develop well-informed recommendations for management decision making. This translates into a need to provide robust linkages between data sources on heterogeneous platforms as well as gateway into legacy data. Additional strategic requirements include facilitation of printing from any computing platform to appropriate printers in the enterprise.

- B. The City of Tucson currently uses an open, distributed, standards compliant, graphical user interface environment, in which any individual city function or process may be supported across multiple computer processors. Communication is performed using local area networks connected to a City-owned wide area fiber network as the transport medium to move data for storage or retrieval. Networking protocols to be used within the city are based on TCP/IP. The server operating systems to be used within the city for these heterogeneous platforms include AIX, Netware, and Windows 2000/2003. PC's within the City are currently installed with Windows XP, SP2; older PC's may have Win 2000 or Win 97. Relational database management system standards to be used by applications to store data include Oracle and Microsoft SQL Server; others will be considered based on their unique ability to support the business decisions and needs, and the ease of integrating them into the city's information system. Data access and retrieval tools to be used by city employees to manipulate data include Crystal Reports, Microsoft Excel, and Microsoft Access, and other easily used tools.
- C. Seamless integration of this variety of hardware and software is a requirement for the City. A key element in the system is for users to have a consistent means to be able to easily access application and data wherever it may be across the entire array of platforms, and be able to transfer and print data in a uniform and simple way.
- D. Users have standard software on their PC's, including Microsoft Office (from Office 97 on up), and use a standard browser (currently IE6, with IE7 under evaluation). User PC's are locked down, so that any non-standard software installation or client-side software must be performed and maintained manually. For this reason, preference will be given to applications which have browser based access, and which do not require browser add-ons.
- E. Application systems must eventually be able to access and update data across this array of platforms, without requiring batch or manual interfaces. Preference will be given to applications that attempt to minimize batch or manual interfaces. These transactions should require a minimum amount of customization and should be robust and auditable. Updates across applications should be accomplished near real-time, and recovery mechanism must insure that they are never lost.
- F. External dial-in access to the City's networked environment will be accomplished through a communications server, typically using VPN accounts with security that will restrict platform access. Internet access will be accomplished through the city's central gateway, with security that will restrict platform access.

5. Overview – Tucson Parks and Recreation Department Network Strategy

The Parks and Recreation Department is connected to the City's WAN via fiber optic cable, T1 lines, and point to point wireless connections. Sites are internally wired with Cat-5 and RJ-45 jacks on a LAN connected to the City's WAN. The LAN and WAN utilize only the TCP/IP protocol. The following connections are used at each of the City's golf courses:

- Randolph: Fiber
- Fred Enke: High Speed Point to Point Wireless to Clements Center
- Silverbell: T1
- El Rio: T1

The Parks and Recreation Department is seeking proposals that will operate on a PC based environment.

SCOPE OF WORK

1. Application Software Specifications

A. General Application System Software Minimum Requirements

- I. Software applications must be written in an industry standard programming language.
- II. Tee time reservation software ability/capabilities must be available simultaneously from one or all stations connected to the system, via City of Tucson WAN or LAN, through a dedicated line, or dial-in. Currently, network authorization is not permitted.

B. Automated Tee Time Reservation System Functional Requirements

- I. System must allow simultaneous access to the reservation system for multiple users on multiple incoming phone lines and via a web-based interface, including access to the central computer for printing tee time sheets, updating Rewards Card information, reserving tee times at golf course locations, and other administrative and operational procedures.
- II. For phone-in reservations, the system must allow phone-in reservations for golfers via touch-tone phone using industry standard (Standard North American Compliance Code) interactive voice response that provides menus and voice prompts which guide the user through the reservation process. The system must also allow web reservations for golfers.
- III. The system must allow access to the reservation system 24 hours/day, 7 days/week excepting time periods required for routine maintenance and system backups. If the server is on site, a VPN account will be created and PC Anywhere or VNC can be used to remote control the server at any time.
- IV. The system must be capable of allowing the System Administrator to reserve Special Event tee times up to five (5) years in advance.
- V. The system must maintain a database of Rewards Card holders with data to include but not limited to card number, name, address, phone numbers, e-mail address, credit card number, photograph, date of birth, issue date, and expiration date (one year from issue date), as well as the proof of residence information that was presented when the card was issued. A card numbering system that allows the flexibility to categorize cardholders by residency status must be provided. The Rewards Card number will be utilized to make reservations. The system must be capable of temporarily suspending use of a Rewards Card.
- VI. Rewards Card holders must be able to make tee time reservations using a telephone based reservation system and a web-based reservation system seven (7) days in advance maximum, 24 hours in advance minimum. Non-cardholders must be able to make tee time reservations using a telephone based reservation system six (6) days in advance maximum, 24 hours in advance minimum. The system must have the flexibility to modify these reservation limitations parameters should reservation or cancellation advance times be modified.
- VII. The system must allow customers to make pre-booked reservations up to 120 days in advance via the internet. An additional fee is required for advance reservations beyond seven days.

- VIII. The system must assign rates, as determined by the Golf Division to each golfer's registration each time they play. Rates are differentiated by golfer type, reservation type and other factors as determined by the Golf Division.
- IX. The system must be capable of allowing management to define available tee times for various golfer types. A list of golfer types can be found in **Attachment C**.
- X. Individuals must be able to modify or cancel via touch-tone phone, or via the web, an existing tee time up to 24 hours in advance without penalty. The system must have the flexibility to modify these cancellation limitations by resetting parameters should advance times be modified.
- XI. The system must allow individuals to confirm the time of an existing reservation on the day of the reservation, using either touch-tone phones or web interfaces. .
- XII. The system must be able to track when, where and by whom a reservation was made, canceled or modified.
- XIII. The system must be able to schedule "shot gun" and "wave" starting formats; have the capability of taking 9-hole and 18-hole reservations; and allow staff to preset by individual tee time, which type of reservations are allowed.
- XIV. The system must be capable of taking single, twosome, threesome and foursome reservations and allow staff to preset the type of reservations that may be made.
- XV. The system must be able to allow an individual golfer more than one reservation per day and allow staff to adjust the maximum number of reservations per day.
- XVI. Individuals who do not appear for a reserved time must be flagged by the system. The system should generate an e-mail or form letter notifying the golfer of fees they will be assessed for a "No-Show." The next time the golfer registers at the golf shop, the system should notify staff through the POS system of the fees owed. The system must track "No-Shows" in an individual's database record.
- XVII. The system must have the flexibility to designate which tee times are available for advance reservations.
- XVIII. The system must be capable of inserting "starter's" tee times at the discretion of staff. City staff must be able to define the interval for "starter's" tee times.
- XIX. The system must allow the City to preset the first and last tee time. The system must provide the staff an expedient method of setting the beginning and ending tee times for multiple days thereby eliminating the need to set these time for each individual day.
- XX. The system must allow staff to input a periodic schedule for group and tournament play by allowing multiple consecutive tee times for a group or tournament to be reserved for single day at a single course.

- XXI. The system must provide the flexibility to require a credit card number to secure reservations, if desired. System must be compliant with financial data security standards (PCI or equivalent).
- XXII. The system must provide the system administrator the ability to close courses to reservations as needed.
- XXIII. The system must allow the system administrator to change phone system greeting messages, or the entry page on the Internet, without vendor's assistance.
- XXIV. The system must allow the system administrator to change the phone system menu prompts without vendor's assistance.
- XXV. The system must allow the system administrator to set the interval in which the system looks back and/or ahead to find the best available tee time.

C. Tee Time Reservation System Reporting Minimum Requirements:

- I. The system must be capable of generating standard industry reports on a regular or as-needed basis. Examples of the type of reports needed include daily tee sheets, telephone call statistics, Rewards Cardholder information, group and tournament schedules, and play statistics by course and overall by day, week, month and year-to-date. Sample report details can be found in **Attachment B**.
- II. The system must be capable of producing reports in print, on-screen, or electronically to permit extraction of database information using Crystal Reports, Microsoft Access and Excel,
- III. Offerors must provide data dictionaries, database schemas, metadata definitions and information similar as may be necessary to understand database structures.

D. Point of Sales System Minimum Requirements:

This system must facilitate the tracking and proper recording of all revenue and other transactions consummated at each POS system. The system must be comprised of two elements, Point Of Sale (POS) and Accounting Functions.

E. Point of Sale (POS) Functional Minimum Requirements:

- I. The system must accommodate up to 100,000 golfers per year at each location.
- II. The system must permit registration by Rewards Card number or name for Rewards Cardholders. Non-cardholders must be required to identify themselves with the information provided to the system when the reservation was made.
- III. The system must track the year-to-date the number of times a golfer has played.
- IV. The system must integrate a POS cash drawer and receipt printer to produce play tickets. [CREDIT CARD VERIFICATION].

- V. The system must accept up to 25 different golfer types. 21 types are currently being used by the City, and those can be found in **Attachment C**. The four extra types should be available if the City chooses to create new golfer types.
- VI. The system must flag the POS system to disallow use of selected resident identification cards as noted by staff (ex: lost or suspended cards.)
- VII. The POS system must have different types of codes to identify playing time, merchandise, etc.
- VIII. The system must be capable of either the electronic scanning of bar codes or merchandise, or the manual entry of the item's SKU, to identify what merchandise is sold.
- IX. The POS system should maintain a price file for merchandise in stock and do price look up on an item by item basis.
- X. The system must automatically generate a rain check when requested.
- XI. The system must allow the issuing of gift certificate in both single and batch modes.
- XII. The system must permit validation of and redemption of gift certificates during transaction settlement.
- XIII. The system must provide easy transition from reservation system to POS for collection of fees from golfer. The POS system must operate on a real-time basis allowing staff to make tee time reservations using the POS terminal.
- XIV. The system must automatically generate end of shift and end of day reports for the location when requested.
- XV. The system must permit multiple/split tender collection when fees are paid.
- XVI. The system must allow user defined values in the parameter file to act as defaults in the POS systems.
- XVII. The systems must validate all POS functions against the parameter file.
- XVIII. The system must allow reports to be run at any time upon request.
- XIX. The system must allow the cash drawer to be sub-totaled at any time.
- XX. The system must allow, when requested, the end-of-shift process to do an automatic cash drawer total, broken down by transaction code and payment type.
- XXI. The system must provide real time access to credit card verifications. Credit card input shall be by card swipe through a card reader, or by keyboard input when the reader is not functional.
- XXII. The system must generate separate credit receipt for the customer.

XXIII. The system must display daily tee time sheets. These sheets must be printable, in case the network is down. All Golf Shops currently have printers at the POS.

F. Point of Sale System Reporting Minimum Requirements:

- I. The system must be capable of generating standard industry reports on a regular or as needed basis. Examples of the type of reports needed include POS system parameter report, transactions code reports, play and revenue reports for date or time period at the golf course location, and resident golfer history report. Information about specific reporting capabilities is requested in the Questionnaire.
- II. The system must be capable of producing reports in print, on-screen, or electronically to permit extraction of database information using Crystal Reports, Microsoft Access and Excel, or other easily used tools. Offerors must provide data dictionaries, database schemas, and information necessary to understand database structure.

G. Point of Sale Accounting System Minimum Requirement:

- I. The system must be able to record revenue in user defined account numbers up to 48 alphanumeric characters.
- II. The system must be capable of uploading daily financial data to an LGFS Financial System (by American Management Systems Inc.) residing on the City's mainframe computer via an ASCII file. Contractor will create the file using a generic input format. The file will be transferred via FTP to the City's financial system. This file can be sent multiple times during the day, daily, weekly, or on another schedule determined by the Parks and Recreation department.
- III. The system must support up to 30,000 SKU's or merchandise, and track inventory to allow for replenishment. The system must maintain a pricing file for each system.

H. Identification Rewards Card System Minimum Requirements

- I. The system must provide on-site preparation of identification Rewards Cards, thereby allowing golfers to gain immediate possession of their card in a reasonable time period. Information to be included on the card:
 - a. Card number (Access Number)
 - b. Membership type
 - c. Cardholder's name
 - d. A photograph of the cardholder. This requirement can be waived if the system automatically displays the cardholder's photograph (from a database) when the card is scanned or presented at the register.
 - e. Cards must include a bar code or magnetic strip with the card number and the cardholder's personal information for use in POS system when the golfer registers to play, at the golf shop.

- II. The cards must be durable to withstand long-term use by golfers. The card material must be polyvinyl chloride (PVC) and adhere to ISO standards 7810 and 7813.
 - a. The card preparation process must not require the use of hazardous chemicals.
 - b. The system must have the ability to utilize up to two (2) identification equipment stations concurrently at a location.
 - c. The system must have the ability to utilize user defined colors or logos on the identification cards.
- III. The data from the current system must be migrated into the new system such that existing account numbers, personal identification, and individual history are seamlessly available.

2. HARDWARE AND OPERATING SYSTEM SPECIFICATIONS

- A. Offerors must propose installation of one of three options (and may submit proposals for more than one option – see Price Pages):
 - i. A PC/server based system that can be polled/updated from a central location; or
 - ii. A browser accessed system that will operate on the Parks and Recreation Department's existing Oracle or SQL Sever; or
 - iii. A vendor hosted solution.

All solutions must be in compliance with the City of Tucson's Information Technology Strategy, detailed in this document, and be compatible with the LAN environment described in the Tucson Parks and Recreation Network Strategy. The Golf Management System (GMS) must be accessible by other computers attached to the Parks and Recreation Department LAN.

- B. For system others than Vendor-hosted, the Offeror must specify typical server requirements for the application and database servers, and well as any other IT environment requirements.
- C. Any PC based system proposed must include equipment to provide back-up and emergency operation in the event of a power outage, for each PC and for the server. A minimum of one (1) hour UPS back-up power supply must be provided for system back-up, data security, and tee sheet printing.
- D. Proposals must provide one complete point of sale system that will be held at the Parks and Recreation Administration Building as a back-up unit. The system must allow for installation of replacement Point of Sale System components, by City staff, at any time that a system failure occurs at one of the golf course locations.

3. SYSTEM SECURITY MINIMUM REQUIREMENTS

- A. The system must be structured to provide different levels of system access as dictated by the system administrator. The system must provide security administration for the system administrator with the ability to completely exclude either individual location's or individual user's access to one or more of various major system functions.

- B. The proposed solution selected by the City must include security features to restrict access and protect the confidentiality of certain information. For example, access to personal identifying information must be restricted to specified users both internal and external to the City. Also, for users who input their information or access existing information about their account(s) via a browser, you must provide a secured method of web access to the proposed servers.
- C. If credit card information is stored within the system, the data must be protected by industry standard data encryption (PCI) and data access systems and protocols.

4. TRAINING

- A. The contractor shall develop and deliver a training plan for their proposed solution. The training plan should account for training of three (3) types of users of the system. The user types will be end users (Cashiers); Managers (Golf Professionals and Assistants), and Administrative (P & R Info Tech staff, Golf Operations Superintendent, Golf Administration staff). All training shall occur prior to the City's testing of the system and shall be conducted at the mutual convenience of the contractor and the City.
- B. The training shall be adequate to the needs of each type of system user. Training shall fully cover all user functionality with additional training given to the Golf Professional staff on the system's managerial functions and the System Administrators on the administrative functions. The contractor shall provide technical training to City IT staff, if necessary, including attendance at Contractor training sessions and/or technical conferences. The pricing for technical training is to be included in (and broken out in detail) in your pricing. The contractor shall provide a tutorial tool for use by non-IT City employees that provides an orientation to the System and its functionality.
- C. A minimum of ten (10) sets of printed user manuals and technical documentation shall be provided, with an additional one CD-formatted electronic version for unlimited distribution within the City. As updates to the user manual occur, electronic copies shall be provided to the City at no cost.
- D. Training shall be conducted at a City of Tucson facility for up to 10 employees (the core team) in a timely manner with respect to the project schedule and beginning of system operations. The City maintains an IT-based training facility with twelve training stations and a central projector; this area would be available for training use.

5. ACCEPTANCE TESTING

- A. The City requires that acceptance of the system occur consistent with a testing plan mutually agreed to by the City and the contractor. The testing plan shall define a testing procedure and criteria to determine that the system is operating properly, at a minimum that all required functionality specified herein is included and performs as required. A separate acceptance test may be required for data conversion. The testing plan will test that configuration of the system has been done correctly and that any modifications or interfaces with external systems are functioning properly. It is the contractor's responsibility to create and maintain the acceptance-testing plan.

- B. The City shall test for 90 days in a post configuration environment. The contractor shall modify/correct any defects/errors in the system. The City shall, accordingly, have the option of expanding the period of acceptance testing on a day-for-day basis for the correction of any problems found during the course of the acceptance testing requiring supplier intervention. In such an event, the City shall notify the supplier immediately of the problem(s) encountered and will proceed, if possible, with additional testing until such time as the supplier can correct the problem(s) found.

- C. The City shall deem, in writing, when the system is accepted. Warranty shall begin upon the City's written acceptance of the system.

6. DELIVERABLES AND ACCEPTANCE

Deliverable	Acceptance Criteria
1. Successful installation of the system on a City server, or access to the system on a vendor hosted server.	An installation will be deemed successful if City staff can access the system to conduct configuration activities and can execute a full range of transactions using sample data.
2. Design and development of interfaces to the City's financial and/or cash collections systems.	The testing of the interface is to be conducted pursuant to a written acceptance test plan.
3. Training Services and materials and system documentation.	Successful completion of training events as determined in the proposal contract. Delivery of the system documentation as determined in the proposal and contract.
4. Data conversion for individual history and merchandise classification	All merchandise codes and pricing; and all golfer membership, personal, and financial records (including playing history) are available in the new system.
5. Software and hardware support for a specified warranty period and proposed terms and conditions for the first five years of annual software support.	Vendor to resolve all issues surfaced during the warranty period to the City's satisfaction. City to review and accept terms and conditions for annual support.

7. MAINTENANCE SERVICE, SUPPORT AND UPGRADES

- A. The Contractor shall warrant that all software and/or services provided under this contract shall be free from defects and suitable for the use intended.

- B. The Contractor shall have a 24/7 technical support system available to the City. All City requests for technical support shall be acknowledged within one (1) business hour. Problems that are deemed critical must be resolved or escalated within two (2) business hours. If the system is offline for more than four (4) business hours and the City incurs duplicate costs of manually forming tasks and then having to re-execute those tasks in the system, the Contractor shall reimburse the City's cost of time and materials for that effort, which costs are estimated at the rate of \$75 per hour. Contractor shall provide a schedule of the monthly or annual costs (after Warranty) of this primary level of support, and establish a process for escalation in the event that a problem is not addressed in a timely manner.

- C. The Contractor will be required to provide warranty service for the entire system during the entire installation phase and for a minimum of one (1) year of operation after final acceptance by the City. This warranty service shall cover any and all hardware, software and services purchased from the Contractor to maintain reliable operations and will comply with Maintenance, Service and Support as required. Contractor shall provide a toll-free telephone number for telephone support. Since the web interface will be available for 24x7 access, the Offeror shall provide pricing for 24 X 7 maintenance support. Offerors shall provide the costs of extending service and support for a five year period, by year. Offerors shall feel free to offer additional support schedules and pricing alternatives in addition to the level specified above.
- D. If the application is hosted at the city and the contractor's technical support is not able to resolve the specified queries of the City staff within one (1) day (using provided remote system access via VPN or other tools), Contractor will make a technician available for on site troubleshooting. The cost for this must be included in the cost of maintenance and support (though it may be itemized), and not be charged separately from the technical support schedule proposed by the Offeror.
- E. It is the City's policy to begin paying maintenance fees after formal acceptance of a system. In some cases, Contractor's offer warranty periods that are included as part of a contract. In those cases, the warranty period will begin after formal acceptance. The City will begin paying maintenance fees at the end of the warranty period. In no case will the City pay maintenance prior to formal acceptance of a system.
- F. Offeror shall provide details of their practices related to bug fixes, new releases, and all upgrades. Information provided shall include the frequency of new releases (by nature of the release); whether releases are cumulative or must be applied in sequence; the estimated complexity of the upgrade (if City hosted, the amount of City time and specific skill set needed); and the average cost for consulting for the upgrade.

8. OWNERSHIP OF DATA

- A. Offeror acknowledges that all data related to this project (including but not limited to golfer's names, addresses, personal contact information, payment information, golfing history, Rewards Card identifying numbers and other records), either as provided initially by the City; in subsequent data transmittals; or as keyed, delivered or otherwise created in the system, is the sole and exclusive property of the City. The Offeror makes no claim on the data, and agrees to securely maintain the data, in such manner as is defined within this agreement; to freely release all data at the end of the agreement for any reason; and to permanently remove all data from their systems once the City has issued a written receipt for the data's return.
- B. The Contractor will make copies of all of the City's data within ten (10) days of receipt of the City's written request for such data. The data is to be delivered via electronic media, in a format mutually agreed upon by the City and the Contractor. Proof of receipt of a request is constituted by the delivery acknowledgment provided by third party package handlers or by the US Postal Service. The City agrees to bear reasonable costs for extracting the data, not to exceed \$1,000.

C. If the Licensor fails to deliver the data within ten (10) days of receipt of a request; or upon termination of the contract; or if the Licensor fails to either securely maintain all data files while they are maintaining them or to completely erase all the data from the Licensor’s possession after the data has been returned to the Licensee upon termination of this agreement; then the Licensor shall be liable for all costs, fees and damages incurred by the Licensor as a result of the Licensor’s actions.

9. FEATURES & FUNCTIONALITY MATRIX

The Offeror must provide a written, point-by-point response to each requirement in the order listed under Product Functionality and Features Matrix. The response shall demonstrate how the Offeror will meet the requirements. Please include any other pertinent information that will assist the City in evaluating your proposal.

Offerors shall respond to **all** requirements **in the order** that they are listed. For each paragraph/item, Offeror shall indicate:

- **Meets** to mean that Offeror meets requirements. Offerors must explain any special circumstances or configurations which are required, by inserting a line into the table directly below the requirement.
- **Does Not Meet** to mean that Offeror does not meet requirements.
- **3rd Party** to mean that the package is able to meet the requirement with a third-party addition (Offeror must specify what product(s) are required, by inserting text into the table directly below the requirement).
- **Modification** to mean that the package must be modified to meet the requirements (explain how by inserting text into the table directly below the requirement).

1.	Tee Time Reservations Requirements	Meets	Does Not Meet	3 rd Party	Modification
1.1	The system must be able to properly record and track different fees per player classification/type, per round.				
1.2	The system must be able to add additional golf courses at any time				
1.3	Generate a daily Tee Sheet for inside and outside staff.				
1.4	Ability to set up multiple player types.				
1.5	Allow for “Pass Play” or “Prepaid Golf”.				
1.6	Ability to record Privilege Codes and related fees for each Tee Time.				
1.7	Reservations can be “Cut and Pasted” into another Tee Time.				
1.8	Ability to “Squeeze” additional groups into a full Tee Sheet.				
1.9	Ability to store and record individual customers in database at time of booking a reservation.				
1.10	Players are not marked as paid until the Point Of Sale (POS) transaction is complete.				
1.11	Computer allows for real-time entry of data.				
1.12	Navigation of Tee Time system designed for primary keyboard use.				
1.13	User can operate system with mouse or keyboard. POS units must also operate via touch-screen monitors				
1.14	Track number of Reservations, No Shows, and Cancellations for each player who makes a reservation.				

1.15	Straight tee, split tee starts or both during a day.				
1.16	Multi-Tee (or Split Tee) view.				
1.17	Reservation screens with filled slots shaded and/or identified as full.				
1.18	Ability to automatically generate a confirmation number per reservation.				
1.19	Ability to search for customer in database by customer number, name, phone number or confirmation number.				
1.20	Ability to set varying tee time intervals (7.5 minute, 8.5 minute, etc.) from day-to-day.				
1.21	Ability to set varying tee time intervals (7.5 minutes early, 8.5 minutes later as the course fills, etc.) throughout the day.				
1.22	Foursomes, threesomes, twosome, or single players per designated time.				
1.23	Day of Play Tee Sheet 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).				
1.24	Ability to merge Customer database with Microsoft Word, Excel or Access.				
1.25	Ability to edit, input, view and delete database records.				
1.26	Data can be exported to ASCII delimited file.				
1.27	Reports on, Maximum Number of Rounds (Capacity), Available Rounds, Booked and Un-booked Rounds, Cancellations, No- Shows, Walk-Up Rounds, Played Rounds, Customer Lists and Rounds Played Ranking by Customer.				
1.28	Ability to print mailing labels.				
1.29	Ability to add Special Notes per Reservation or for the Entire Day.				
1.30	Access level protection for all transactions, entries and requests.				
1.31	Ability to track and identify system user per transaction.				

2.	Point of Sale Requirements	Meets	Does Not Meet	3rd Party	Modification
2.1	System interfaces with Inventory, Customer and Member Databases, Tee-Times and Statistical reporting systems.				
2.2	Day of Play Tee Sheet displayed at the same time and on the same screen as Point of Sale (POS).				
2.3	Ability to identify on POS screen if player is active member, has charging privileges, suspended, or is player's club or player type.				
2.4	Ability to capture player, name, address, phone number and/or zip code at Point of Sale (POS) for mail merge and marketing.				
2.5	Ability to enter player numbers with a keyboard, Bar Code or Magnetic swipe cards.				
2.6	Ability to set up credit books for frequent players.				
2.7	Ability to program "Hot Keys" for items.				
2.8	Ability to sell multiple items with one "Hot Key" and the system will track each item sold separately for reporting.				
2.9	Ability to show complete item number and description on receipt.				

2.10	Ability to show discounts applied to an item and the amount on receipt.				
2.11	Ability to show tax applied and a non-tax subtotal on receipt.				
2.12	Ability to setup multiple tender types.				
2.13	Ability to split tenders and shows amounts for each tender on receipt.				
2.14	Receipt shows employee number, sale date, time, transaction number and Z number on receipt.				
2.15	POS screen allows for unlimited number of items per transaction.				
2.16	Sales, returns, or voids automatically reduce/increase inventory (Perpetual Inventory).				
2.17	Ability to have new inventory items added to inventory, and immediately available for sale.				
2.18	System automatically creates warnings for sales of items creating negative quantities.				
2.19	System creates warnings for items sold below cost.				
2.20	Ability to have "Opened Price" items for price creation at time of sale.				
2.21	Ability to set user defined access levels for voids, returns, cancel sales and discounts.				
2.22	Ability to define access levels by department and employee.				
2.23	System allows for "true" multiple departmentalization.				
2.24	Pricing of items can be multi-level and based on quantities purchased.				
2.25	Ability to look up inventory by items by number, partial item number, department or description.				
2.26	System supports Bar Code Readers and Portable Inventory Scanner.				
2.27	System will print Price tags with Item number, Bar Code, Price and Item Description on standard Laser label.				
2.28	System allows for batch printing of Bar Code tags.				
2.29	Ability to print messages and Cart Agreement on customer receipt.				
2.30	System allow for discounts by Percentage, Dollars Off, Cost Plus and Complementary.				
2.31	Ability to track and identify salesperson per transaction.				
2.32	Ability to automatically generate a Rain Check.				
2.33	Ability to have user defined or automatic generation of Gift Certificate and Rain Check numbers.				
2.34	Expiration Date for Gift Certificates and Rain Checks can automatically be calculated by system.				
2.35	Detailed reporting shows the status of all gift certificates for easy reconciliation with liability accounts.				
2.36	System has the ability to track gift certificates by date sold, expiration and/or amount.				
2.37	System generates daily Point of Sale (POS) Closing, Cash in Drawer Reports, and Closing Report with sequential non-resettable closing number.				
2.38	End of Shift Reconciliation may be performed at the POS Workstation, or later at the Manager's Workstation.				
2.39	Ability to enter weather and course conditions as part of the daily close procedure.				
2.40	System allows for tournament charges and balance reconciliation at the Point of Sale (POS) station.				

2.41	Ability to print tournament contracts and agreements.				
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3.	Inventory Requirements	Meets	Does Not Meet	3 rd Party	Modification
3.1	Inventory items can be added, deleted, and adjusted at any time.				
3.2	Access to inventory functions (add, delete, change) is controlled by user profile				
3.3	Transactions immediately update inventory and account balances.				
3.4	Ability for multiple POS stations to access the same inventory and customer files, using access profiles.				
3.5	When adding to inventory, ability to record the date, cost, vendor and references specifying fields as either mandatory or optional.				
3.6	Information for each inventory receipt.				
3.7	Ability to produce a report on all inventory transactions.				
3.8	System has the ability to calculate new average unit cost, based on user-defined parameters such as wholesale cost, shipping fees, storage fees, handling cost and spoilage.				
3.9	Ability to record new quantities, inventory dates, vendor, and reference about the changed information for each physical adjustment made to inventory.				
3.10	Ability to have up to a 15-character, City-defined alphanumeric, inventory number.				
3.11	Automatic item inventory number builder.				
3.12	Ability to track serial-numbered items.				
3.13	Ability to customize taxes, discounts and gratuities per inventory item.				
3.14	Ability to track account and statistical information for each item in inventory.				
3.15	Ability to build an inventory "Kit" item to sell multiple items with one item.				
3.16	Ability to track items sold below target margin.				
3.17	Ability to see 36 months of instant sales history for an item.				
3.18	Ability to build Tax-included (and other costs) items.				
3.19	Ability to recall deleted inventory items.				
3.20	Ability to make mass price and cost changes by item number, class or department.				
3.21	System automatically prompts to print price tags or bar codes for any receipts or price changes.				
3.22	System has the ability to print Sales History of an item by date range or salesperson.				
3.23	Ability to setup Snack Bar or Grill operations and inventory as a separate department.				
3.24	Balances on Expired Gift Certificates will not be included in calculations determining the Total Outstanding Gift Certificates Balance.				
3.25	Ability to see inventory of an item across all golf locations.				

4.	Reporting Requirements		Does Not Meet	3 rd Party	Modification
		Meets			
4.1	Ability to generate Golfer Historical Reports and Frequency of Play.				
4.2	Ability to generate Alphabetical Summary by golfer name.				
4.3	Ability to generate Summary of Rounds and Revenue by Time, Day of Week, Month by Day or Monthly.				
4.4	Ability to preview report before printing or save as a text file for custom report creation.				
4.5	Report daily transactions by Fee Category.				
4.6	Reports generate Statistically or by Account Codes				
4.7	Ability to set up 24-Month Budget in report system.				
4.8	Budgets can be setup to be Daily, Weekly, Monthly or last year's actual.				
4.9	System displays Actual versus Budgeted performance.				
4.10	Ability to set up an unlimited number of time slots to report on Facility Usage and Utilization.				
4.11	Round and Revenue Reports.				
4.12	Cost and Margin Reporting.				
4.13	Percentage reporting.				
4.14	Ability to create report on 9 or 18 Hole Equivalent Round Counts.				
4.15	Per Round Facility Analysis and Revenue Statistics.				
4.16	Monthly Deposit Reports for bank reconciliation.				
4.17	Report can be exported to Microsoft Excel.				
4.18	Ability for remote dial-in to review course statistical activity.				
4.19	Ability to create and customize reports using Crystal Reports.				
4.20	Ability to print X-Report at Point of Sale (POS) register to review daily sales.				
4.21	Ability to report and setup Cost of Goods Sold codes.				
4.22	Ability to rank and report on Customers by Number of Visits, Dollars Spent per Visit, Total Dollars Spent Y-T-D and by Customer Number.				
4.23	Ability to report on customer spending habits and frequency of purchases.				
4.24	Ability to store and generate on demand historical reports for life of the system.				

5.	System Requirements		Does Not Meet	3 rd Party	Modification
		Meets			
5.1	Windows XP Workstation running on a WAN.				
5.2	Vendor provides 24-Hours-a-Day, 7-Day-a-Week Technical Support at no additional charge.				
5.3	Vendor provides 800 Toll-Free Technical Support Line.				
5.4	Vendor provides Custom Programming for an hourly fee.				
5.5	Vendor provides emergency On-line Technical Support and service in 1 to 4 hours after an e-mail or phone call reporting an inability to book tee times and/or sell inventoried items.				

6.	Technical Requirements	Meets	Does Not Meet	3 rd Party	Modification
6.1	Compatibility and ability to integrate with the City's existing web infrastructure products, which include: Oracle or Microsoft SQL Server Groupwise, Microsoft Windows Server 2000 or later, Microsoft IIS or Apache.				
6.2	Provides a browser-based interface for Internet customers without client add-ons or the requirement of enabled Java or Active-X controls on users machines.				
6.3	System is compatible with Windows XP				
6.4	Installation process is standardized and documented so installation can be repeated by City personnel, if and when needed.				
6.5	System administration is documented so that it can be performed by City personnel.				
6.6	System is built with an open architecture and supports non-proprietary industry standards.				
6.7	System provides for multiple levels of administrative access and use, based on authorization levels or roles assigned and controlled by system administrator.				
6.8	Supports SSL 128-bit encryption or higher for Internet user interfaces.				
6.9	Provides for group/user security control.				
6.10	Provides for controls to separate user transactions and cash. (e.g. multi-drawer smart cash register).				
6.11	Provides for centrally administered reporting.				
6.12	Includes appropriate capabilities for assuring that cash transactions are completed properly regardless of intermittent short-term connectivity disruptions.				
6.13	Includes training for City staff to support system, and its users.				
6.14	Provides a browser-based interface for Pro Shop and City of Tucson users.				
6.15	Provides a browser based interface for system administration.				
6.16	Supports SSL 128-bit encryption or higher for Pro Shop interfaces.				
6.17	Ability to integrate with Microsoft Windows 2000/XP IIS security for internal user authentication and system controls.				
6.18	Provides support for LDAP authentication, for City and Pro Shop users.				
6.19	Provides for user self registering for access to specified content or services of site				
6.20	Provides for group/user security control.				
6.21	Provides OCI standard data handling for sensitive personal or financial information stored in the system.				

7.	Rewards Card	Meets	Does Not Meet	3rd Party	Modification
7.1	Must allow members to apply for a Rewards Card by providing specific information which will be captured into a Rewards Program database.				
7.2	Must have ability to take photographs in each golf shop and associate photograph with the corresponding application				
7.3	Must support the issuing of Rewards program card in each golf shop to give to new members, so that they can begin using rewards program immediately. Cards are to have either scan capable bar codes or magnetic stripe, along with the member's name.				
7.4	Cards must have a unique identifying number that corresponds to that program member.				
7.5	Cards must expire after one year.				
7.6	Cards must be renewable for another year by payment of a \$10 administrative fee (original purchase price is \$20 for residents, \$75 for non-residents).				
7.7	Card data should be updatable in the field office, or over the web. If performed over the web, a confirmation email needs to be sent to the cardholder. .				
7.8	The member's record should capture every round played at any location in the City				
7.9	Must have a physically strong card as specified in section E, above				
7.10	Must support card re-issue the event of a lost card				
7.11	Captures credit data into a standards approved storage mechanism.				
7.12	Is accessible either via a browser or via a IVR system.				
7.13	Has member data accessible on a secured basis to be updated online in the golf shop.				
7.14	Can track and apply variable discounts based on volume of individual use (one round free after 16 rounds, a round free after the next 14 rounds, additional rounds free after each subsequent 12 rounds per calendar year).				
7.15	Ability to apply discounts based on total annual dollar value of activity.				

8.	Data Interfaces	Meets	Does Not Meet	3rd Party	Modification
8.1	The system should provide a daily summary report by financial account number for interface to the City financial system.				
8.2	If one or more courses information is not available, the system must process whatever data is available. At the time of process.				
8.3	The interface of information should be in a defined data format or XML, with an appended date to prevent duplicate records				
8.4	The City wants to have all fees (green fees, reservation fees, equipment rentals, pro shop purchases, pro fees and instruction, club house restaurant sales) processed through this system.				

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

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

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror 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 contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. The Offer and Acceptance form, the Price Page and any solicitation amendments must be signed and returned with the proposal.

- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
 - D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package 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.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** **An original and 4 copies (5 total) of each proposal** should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors 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.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at www.tucsonaz.gov/procure by clicking on Vendor Services.
- 21. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 22. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, 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 the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

- 23. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at www.tucsonaz.gov/procure upon issuance of a Notice of Intent to Award or upon final contract execution.
- 24. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or Contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

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

1. Price Proposal
2. Qualifications and Experience
3. Method of Approach
4. Support and Services

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal shall be submitted in the same order as requested and must contain, at a minimum, the following:

A. PRICE PROPOSAL

1. Offerors shall provide the costs of extending service and support for a five year period, by year.
2. Offerors shall feel free to offer additional support schedules and pricing alternatives in addition to the level specified above.
3. Offerors shall submit prices in accordance with the Price Page(s) included herein. A separate page must be submitted for each type of proposal:
 - a. A PC/server based system that can be polled/updated from a central location; or
 - b. A browser accessed system that will operate on the Parks and Recreation Department's existing Oracle or SQL Sever; or
 - c. A vendor hosted solution.
4. Proposals will be evaluated on the City of Tucson's five-year cost of ownership. Offerors must
 - a. Provide an itemization that provides supporting detail for all costs.
 - b. Provide an itemization of custom development costs and/or 3rd party applications.
 - c. Provide an itemization of Implementation costs, broken down by software development, data migration, testing and validation, reporting development, data extraction to the City's data warehouse, training, documentation, and interfaces creation.
 - d. Provide a cost breakdown of what is included under the support agreement, including any additional charges, how many hours of work are included, and what the charge per hour would be for work outside the maintenance agreement.
5. Offerors shall describe the pricing structure of their software. Describe your licensing price model, e.g. per user, per site, per concurrent users. If the City adds additional users, is there volume discounting? Describe how any volume discount is defined.
6. Offerors shall describe how the pricing is extended to City of Tucson's Cooperative Purchasing agencies – i.e., what pricing is firm? What pricing is dependent upon the participating agency's needs? Also, Offerors shall describe how pricing is offered for the 5 year term of this contract (i.e., if an agency uses this contract in its 3rd term, what kind of pricing can they expect? etc.)

7. Offerors shall provide information on administrative fees. Discuss if the City of Tucson as the lead agency on this cooperative contract will receive an administrative fee based upon other agencies' usage of this contract. Offerors should state proposed percentage, state what the fee is based on (i.e., licensing fees, services, etc.), state how usage is tracked and reported to the City, and state how/when the administrative fee is be paid to the City. Please offer any other additional information that will aid the City in our evaluation.
8. Offerors shall indicate if payment via Visa/MC credit cards is accepted. Does payment by credit card result in additional discounts (i.e., does the use of the card entitle agencies to a deeper percentage discount off of a manufacturer's price list?). If so, please provide the percentage discount.
9. Please provide your payment terms.

B. QUALIFICATIONS AND EXPERIENCE

1. Provide a general overview of your company, including the last two years audited financial statements, organizational chart, number of years in business, corporate headquarter location, type of business, principal place of business and the location from which your staff will be traveling to Tucson and number of employees. Please include an annual report if available.
2. Provide resumes and three references (preferably from the public sector) for all key personnel (contractor and/or subcontractor) proposed to do work under this contract. Resumes shall include their title within the organization, a description of the type of work they would perform on the project, when the work was performed, the individuals' credentials, background, years of experience and relevant experience, such as the number of systems the individual has installed, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.
3. Summarize your experience in performing work similar to that outlined in this solicitation. Provide a minimum of three references for whom your firm has provided the same solution (please include company name, address, contact person, phone number, and email address). References from other public agencies, particularly municipal governments, are preferred. Please indicate when your system was installed at these reference locations.
4. Provide a listing of key personnel and their back-ups, should the key personnel be pulled or otherwise absent from the project, who will be assigned to the City's project. Include their title within your organization and a description of the type of work they would perform.
5. Have you, either presently or in the past, been involved in any litigation, bankruptcy, or reorganization?
6. If a portion of the work is to be performed by a sub-contractor, identify them, provide contact information, and identify the work to be performed by the contractor or sub-contractor.
7. Offerors shall describe experience and background in interfaces as described in the Scope of Work. Provide examples of interfaces related to the types as described.
8. Offerors shall describe the firm's experience and ability to operate within the existing technical environment of the City of Tucson, as described in the Scope of Work.

9. Offerors shall describe the firm's experience and background in data conversions and migrations, as stated in the Scope of Work. Provide examples of data conversion plans and processes.

C. METHOD OF APPROACH

1. Offeror shall provide a detailed description of understanding of the Scope of Work and what the City of Tucson is trying to achieve by acquiring and implementing the system described herein.
2. The Offeror must provide a written, point-by-point response to each requirement in the order listed under Features and Functionality Matrix. The response shall demonstrate how the Offeror will meet the requirements. Please include any other pertinent information that will assist the City in evaluating your proposal.

Offerors shall respond to all requirements in the order that they are listed. For each paragraph/item, Offeror shall indicate:

- **Meets** to mean that Offeror meets requirements. Offerors must explain any special circumstances or configurations which are required.
 - **Does Not Meet** to mean that Offeror does not meet requirements;
 - **3rd Party** to mean that the package is able to meet the requirement with a third-party addition (Offeror must specify what product(s) are required);
 - **Modification** to mean that the package must be modified to meet the requirements
3. Where applicable, please include product information, which may include product literature, brochures, web-site addresses, CD-ROM disks, DVD-ROM disks, user manuals, or system administrator manuals.
 4. Offerors shall identify all hardware and software (including third party software) required or recommended to run your system, including detailed specifications such as hardware make/model and software version release numbers. For hardware, provide specifications in terms of processors, processor speed, memory requirements, and other sizing and capacity factors to assist the City in budgeting for and acquiring hardware.
 5. Offerors shall describe in detail all features that come standard with the proposed system that are not delineated in the requirements.
 6. Offerors shall describe how the proposed solution accommodates growth and expansion (i.e. the ability to handle increased users and the ability to expand system features/capabilities). Identify any additional equipment or software required to support expansion.
 7. Offerors shall provide an implementation plan describing (where applicable) your approach to analysis, design, construction, testing, installation and configuration of the proposed solution. The implementation plan shall include a detailed timeline. The timeline shall address all tasks, resources and the times/days required for each task, to include kickoff, software delivery, software configuration, interface development, data migration, training, and acceptance testing. The timeline should clearly identify the responsibilities and roles of the City and the Contractor, including estimated time required by City IT and departmental users for the testing.

The timeline shall also clearly indicate if functionality is implemented all at once or in phases, and if in phases, describe the functionality and timing of each phase.

Offerors shall also include in the proposed implementation plan the deliverables for each milestone. The implementation plan shall include specific plans for project communications, training, testing, system installation, data conversion, system configuration and/or setup and Offerors shall provide recommendations for business operations.

Offerors shall detail what levels of resources from the City (functionally and technically) are required for their proposed implementation plan, and what the estimated hours are required for the City resources.

8. Offerors shall provide a copy of a sample communication plan
9. Offerors shall provide a sample of their project communications strategy and calendar. Indicate who will prepare the communication and indicate how they will deliver it.
10. Offerors shall submit a list of all standard reports, with select examples of reports. Offerors should explain in detail what data would be accessible; the windows within which reports could be run; what security restrictions would be enabled to prevent users from viewing unwarranted data levels or fields; and whether the City would need to extract certain data to its data warehouse to facilitate reporting.
11. Offerors shall describe established procedures for future change requests.
12. Contractor hosting site review. **These questions are required for a Vendor-hosted or Application Service Provider (ASP) solution:**
 - a) Describe how customer service issues are resolved if the City of Tucson users or constituents have problems and / or questions about the system.
 - b) Describe both internal and external data security of the hosting site. Please describe your internal security policies with regard to ASP employees and their access to the City's data, reports and passwords. Describe any firewalls and other safeguards against external electronic access and/or attack, and to otherwise maintain confidentiality of Licensor's information.
 - c) Describe the data backup/restore and hardware failure recovery processes.
 - d) Describe the security method used to secure the connection between the ASP and the City
 - e) Describe whether the application is served from one or more dedicated servers, or from servers shared with other users and or applications. Describe the physical access control to the server(s) and their cabinets.
 - f) Describe the level of redundancy in place to keep access to the system by the City of Tucson and its constituents uninterrupted; responses should address both server and network redundancy.
 - g) Describe the policies that are in place regarding hardware and/or software problems and recovering from them. Examples would be that a hard drive (or other hardware) fails, or that the application hangs.
 - h) Describe your disaster recovery policy, including estimated time for failover to another system.
 - i) Describe the length of time that you warrant before service is restored in the case of a loss of the facility housing the servers.

- j) Describe how will you get the City's data out of your facility and back to the City, if the City chooses to select a new vendor at the expiration of the contract,
- k) Describe how the City will move data between its existing applications and the hosted data servers. This should include both data required for development; initial data loads for launch; and updates based on the regularly scheduled processes.
- l) Describe how your proposed solution accommodates growth and expansion (i.e. the ability to handle increased users and the ability to expand system features and capabilities). Identify any costs to the City required to support expansion.
- m) Describe how you will update apply software updates and security patches in coordination with code testing and quality assurance programs for the supported software.
- n) For systems that store credit card or other payment information, the City's preferred security standard is the Payment Card Industry Data Security Standard (PCI DSS), available here: <https://www.pcisecuritystandards.org/tech/index.htm>

The City's minimum requirements for vendor-hosted systems storing a primary account number along with the account holder name, expiration date or authentication information are:

- *Requirement 1:* Install and maintain a firewall configuration to protect account holder data.
All systems must be protected from unauthorized access from the internet. Remote vendor access to City hosted machines shall be allowed via Virtual Private Network accounts only.
- *Requirement 2:* Encrypt stored account holder data and protect encryption keys.
At minimum, the primary account number or credit card number must be encrypted in storage. Credit card and PIN verification codes should never be stored. If this is not technically possible, then compensating controls for protection of the data must be approved by the City.
- *Requirement 3:* Encrypt transmission of account holder data across open, public networks.
Sensitive information must be encrypted during transmission over networks or when sent via email.
- *Requirement 4:* Use and regularly update anti-virus software.
- *Requirement 5:* Develop and maintain secure systems and applications.
All systems must maintain the most recently released, appropriate software patches. Appropriate software patches are those patches that have been evaluated and tested to determine that the patches do not conflict with existing security configurations.
- *Requirement 6:* Restrict access to account holder data by business need-to-know.
- *Requirement 7:* Assign a unique ID to each person with access to the server.
Ensure that actions taken on critical systems are performed by, and can be traced to, known and authorized users.
- *Requirement 8:* Restrict physical access to account holder data.
Ensure that access to critical systems can be traced to known and authorized users.

- *Requirement 9:* Track and monitor all access to network resources and account holder data.
Logging mechanisms must ensure the ability to track user activities. Systems must be monitored for inappropriate user activity or compromise.
- *Requirement 10:* Regularly test security systems and processes.
Systems must be tested regularly to ensure that security measures are up-to-date.

For systems hosted within the City, the vendor is responsible for requirements 2, 3, 5, 6 and 7. The City is responsible for the remaining requirements.

13. Offerors shall provide an overall backup and recovery strategy, as well as a disaster recovery or business resumption strategy, including hardware and software required to backup and restore proposed servers, databases etc.
14. Offerors shall state anticipated system response times and total transaction times for all functions of the Golf Management System. Include reservation functions, POS transactions (ex: checking in golfers), reporting functions, time that a new versus an experienced user will require the reserve a tee time, and time required to completely reserve the five (5) golf courses during the spike period. In addition, state the maximum number of calls the system is capable of processing simultaneously.
15. Administration:
 - a. Describe the proposed system's capability in regards to using a password (PIN number) for a cardholder's account that must be provided before a reservation can be made.
 - b. Explain how a non-card holder can identify him/herself when making a reservation via phone or online (e.g. name, phone number, etc.), as well as how the proposed system will later identify reservations.
 - c. Does the rewards card system auto renew? Does it send out any notification prior to expiration? If so, who receives this notification, when is it sent, and how is it sent?
 - d. Explain, in detail, the systems additional capabilities regarding making reservations and allowing modifications by the system administrator.
 - e. Describe how the system provides flexibility in allowing the system administrator to establish starter's times, as well as to preset first and last tee times.
 - f. Explain how your system sets the interval in which the system looks back and ahead to find the best available tee time.
 - g. Describe how the system will upload daily financial data to an LGFS Financial System (by American Management System, Inc.) residing on the City's mainframe computer via an ASCII file.
 - h. Describe how to change system voice messages and prompts, along with system web pages.
 - i. Explain how the system processes and maintains financial data files (e.g. is all financial data stored in the main system or at each POS; how long can the data be kept on-line vs. on tape, etc.)

- j. Is data replication necessary and/or advisable to avoid data loss and extended downtime in case of a server hard disk failure?
- k. If your system can be accessed via the Internet, describe what functions can currently be performed, and whether additional functionality is planned for the future.
- l. Is a second POS system needed at the 36-hole Randolph Golf Course location? Explain why. If a second system is recommended, include the cost as an optional item on the Price Page.
- m. If a customer cancels a tee time less than 24 hours in advance, or “no-shows,” how does the system notify the golfer, the City, and the cashier the next time that the golfer plays?
- n. Offerors shall describe what formal processes, tools, techniques and templates are used for project management. If available, please submit samples from a similar project.

D. SUPPORT AND SERVICES

- 1. Offerors shall submit information on their warranty program and for extended warranty/maintenance support. Offerors should specifically state their upgrade strategy – the frequency of upgrades (versus bug fixes); whether the upgrades are cumulative or if they must be applied individually; and if you have mandatory upgrades.
- 2. Please specify the warranty period of software. Please provide your agreement that warranty begins upon the date of written acceptance of the system by the City.
- 3. Offerors shall submit information on their technical support program. How does the City contact you? How are calls handled and routed? What are your escalation procedures? Is there a dedicated support representative that the City will contact?
- 4. Offerors shall explain how technical support requirements will be met, as outlined in the Scope of Work.
- 5. Please indicate how long your company plans to support the proposed version of your product and what the typical schedule is for release of new software versions. Describe any policies you may have that require customers to stay current with software releases in order to maintain eligibility for the maintenance program. How often do you provide upgrades/releases? How are these distributed?
- 6. Training:
 - a) What training is required for the proposed system?
 - b) How will this training be conducted?
 - c) Where will this training be conducted?
 - d) Who will conduct the training?
 - e) Do you limit the number of people that can be trained, and if so what is the limit?
 - f) How long are the training programs/classes?
 - g) Is any recurring training recommended? If so, please explain.
 - h) What other related training (optional training) is offered?
 - i) What type of documentation is provided with the proposed training?
 - j) Is customized training available?

- k) Provide examples of training plans and training on critical system operation.
- l) Is there a cost for regular or customized training?

7. Documentation:

- a) What documentation is provided with the proposed solution?
 - b) How many copies are provided and in what format?
 - c) Are updates to the documentation provided?
 - d) If so, how are the updates provided and how often are they provided?
 - e) If possible, please submit sample pages of training material, user manual, or other documentation.
8. Provide information on any "Users Groups" that have formed to share experiences, solutions, and provide input to vendor for future enhancements. If a "Users Group" exists, also provide contact information, websites, and scheduled meeting dates as appropriate.
9. Please provide an overall backup and recovery strategy and a disaster recovery or business resumption strategy, including hardware and software required to backup and restore proposed servers, databases etc.
10. When problems are encountered during the acceptance-testing periods, describe established procedures for the notification process.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the Offerors on all of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews and Demonstrations:

The City reserves the right to conduct interviews and/or system demonstrations with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews and demonstrations are not necessary. In the event interviews are conducted, information provided during the interview or demonstration 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 or demonstration process.

C. Additional Investigations:

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

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

IV. ADDITIONAL ITEMS OF CONSIDERATION

1. SOFTWARE LICENSE AGREEMENT AND SOURCE CODE ESCROW AGREEMENT

The City of Tucson has a standard Software License Agreement that may be utilized as the basis for the Software License Agreement (see **Attachment A**). For every exception taken, the Offeror shall propose substitute language. If no exceptions are presented in the Offeror's proposal, the City will assume complete conformance of all terms/conditions of the Software License Agreement and the successful Offeror will be required to perform accordingly.

If the source code is not included in the purchase price, Offerors may be required in the negotiation process to submit a proposed Source Code Escrow Agreement. Terms must include the following:

- a. Licensor must pay all escrow-related fees.
- b. The agreement must be a three-party agreement, one in which the City of Tucson signs.
- c. Deposited materials must minimally include the source code, compilers, programmer notes, flow charts, utility programs, and documentation including data models and dictionaries. .
- d. The Agreement must require that re-deposits of upgrades, updates, bug fixes, enhancements and/or all other new code releases be made within 30 days, with written notice given to Licensee.
- e. The City of Tucson must have verification rights.
- f. The governing law must be the State of Arizona.
- g. The City of Tucson must have the right to request the release of documents upon the following conditions: Licensor fails to carry out obligations imposed in the Software License Agreement; Licensor fails to support/maintain the system; Licensor fails to continue to do business in the ordinary course; Licensor is acquired, or experiences a voluntary or involuntary change of ownership, and the new owner fails to affirm its obligations under this agreement and its abilities to meet them to the Licensee's satisfaction within 180 days; Licensor files bankruptcy.
- h. Disputes must be resolved by binding arbitration before one (1) arbitrator, pursuant to the rules of the American Arbitration Association. The arbitrator must be familiar with the computer software industry. Judgment upon any award of the arbitrator may be entered into any court having competent jurisdiction thereof. The costs of any and all arbitrators shall be shared equally by the parties to the arbitration. Arbitration shall take place in Tucson, Arizona.
- i. The escrow agent/agency must verify that they have received the data. The agent/agency is under no obligation to verify the data for completeness, accuracy, or functionality. If the City chooses to verify (i.e., test and operate) the data for functionality, the City retains the right to enter into such agreement at the City's expense.

MWBE PROVISIONS

THE MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE ("MBE/WBE") PROGRAM WAS ADOPTED ON AUGUST 5, 1996, AND AMENDED EFFECTIVE JANUARY 1, 2003 BY THE CITY OF TUCSON'S MAYOR AND COUNCIL. THE MBE/WBE PROGRAM AND POLICIES ARE CODIFIED IN CHAPTER 28, ARTICLE XIV OF THE CITY PROCUREMENT CODE. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS, VENDORS, SUPPLIERS AND OTHERS WHO ARE INTERESTED IN CONTRACTING WITH THE CITY OF TUCSON TO READ AND BECOME FAMILIAR WITH THIS SECTION OF THE CITY CODE. IN ORDER TO RECEIVE THE APPLICABLE PRICE PREFERENCE FOR GOODS, MATERIALS, AND GENERAL SERVICES IN ACCORDANCE WITH ARTICLE XIV OF THE TUCSON PROCUREMENT CODE, ALL CERTIFIED MBE/WBE FIRMS ARE REQUIRED TO SUBMIT A COPY OF THEIR MBE/WBE CERTIFICATE WITH THEIR BID OR PROPOSAL.

- 1. PRICE PREFERENCE FOR GOODS, MATERIALS/SERVICES OFFERED BY A CERTIFIED MBE/WBE:** In accordance with Article XIV of the Tucson Procurement Code, up to a seven percent (7%) price preference will be given to local certified minority and women-owned firms who submit a bid or proposal for goods, materials, and general services and are eligible to receive such preference based on disparity. In determining the lowest responsive and responsible bid or lowest fee proposal, any offer submitted by a local certified MBE/WBE firm shall be evaluated by reducing the price(s) of such offer by up to seven percent (7%) for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000), provided that the MBE/WBE is certified at the time of the bid opening or proposal due date. This adjustment shall be solely for the purpose of establishing the apparent low bidder or assigning fee points for proposal evaluation. The actual value of any contract award shall be the amount of the actual offer submitted by the MBE/WBE. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, MBE/WBE FIRMS MUST BE CERTIFIED PRIOR TO THE SUBMITTAL DUE DATE AND PROOF OF CERTIFICATION MUST BE PROVIDED WITH THE BID/PROPOSAL DOCUMENTS.**
- 2. PRICE PREFERENCE FOR JOINT VENTURES INVOLVING CERTIFIED MBE/WBE FIRMS:** In accordance with Article XIV of the Tucson Procurement Code, any qualified joint venture shall receive up to a seven percent (7%) price preference for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000) where MBE/WBE participation equals or exceeds thirty-five percent (35%) of the joint venture. The MBE/WBE joint venture partner must be responsible for a clearly defined portion of the work to be performed, and share in the ownership control, management responsibilities, risks and profits of the joint venture. The portion of the MBE/WBE joint venture partner's work shall be set forth in detail separately from the work to be performed by the non-MBE/WBE joint venture partner. The MBE/WBE joint venture partner's portion of the contract must be assigned a commercially reasonable dollar value and use its own employees and equipment. The bidder/offeror shall provide the city access to review all records pertaining to joint venture agreements before and after the award of a contract, to the extent reasonably necessary to assess compliance with this article. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, THE JOINT VENTURE MUST BE APPROVED PRIOR TO THE BID OPENING AND PROOF OF EOO APPROVAL MUST BE PROVIDED WITH THE BID DOCUMENTS.**

To be considered, the bidder/offeror must so state in writing with their submittal, their intention to perform the contract under a Joint Venture arrangement with a certified local MBE/WBE firm. Contact the Equal Opportunity Office at 791-4593 to apply for approval as an MBE/WBE Joint Venture.

3. DEFINITIONS

Certified MBE or WBE - A local disadvantaged business enterprise (DBE) minority or woman-owned business enterprise which has completed the certification application process for certification and has met the requirements set forth in Title 49, Code of Federal Regulations, Part 26 (49 CFR Part 26) – the United States Department of Transportation Office of Small and Disadvantaged Business Enterprise. All criteria and definitions relative to DBE and/or MBE/WBE certification shall be followed in accordance with 49 CFR Part 26 (and as it may be amended).

Commercially Useful Function - The performance of real and actual services in the discharge of any contractual endeavor. An MWBE subcontractor is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

Eligible Contract Relative to General Procurement of Goods, Services and Materials - Any contract, unless otherwise precluded by law, for goods, materials, or general services of which the estimated cost exceeds the formal solicitation threshold, but does not exceed two hundred and fifty thousand dollars (\$250,000). Eligible Contracts do not include sole source contracts, petty cash purchases, small purchases, emergency purchases, contracts with nonprofit agencies, contracts for construction or construction services, contracts for professional services, contracts for architectural and engineering services, or contracts for non-competitive purchases, as provided under provisions of the City's Procurement Code.

Joint Venture - An association of two or more persons, partnerships, corporations, business enterprises or any combination of these entities, established to form a single business enterprise, but limited in scope and duration for the purpose of carrying out a business activity. The agreement establishing the Joint Venture shall be in writing. The MBE or WBE partner(s) must be responsible for a clearly defined portion of the work performed, which is set forth in detail separately from the work to be performed by the non-MBE/WBE partner, and which is assigned a commercially reasonable dollar value. Furthermore, the MBE/WBE's interest shall be based on sharing real economic interest in the venture, include proportionate control over management, interest in capital acquired by the Joint Venture and interest in earnings.

Minority Business Enterprise (MBE) - A local disadvantaged MBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more minority persons who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

Woman-owned Business Enterprise (WBE) - A local disadvantaged WBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more non-minority women who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

- 4. APPLICABILITY:** The seven percent (7%) price preference is available for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) is available for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000) provided that the MBE/WBE is certified at the time of the bid opening or proposal due date and eligible to receive such preference based on disparity. Bid preference percentages shall only be available to those MBE/WBEs where it is determined that there is significant underutilization.

NOTICE: THE PROCESS OF BECOMING A CERTIFIED MBE/WBE FIRM BY THE OFFICE OF EQUAL OPPORTUNITY PROGRAMS TAKES SEVERAL WEEKS. PLEASE CONTACT THE OFFICE OF EQUAL OPPORTUNITY PROGRAMS AT 791-4593, IF YOU ARE INTERESTED IN MBE/WBE CERTIFICATION.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
7. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
8. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
9. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by the City's Director of Procurement and persons duly authorized to enter into contracts on behalf of the Contractor.
10. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
11. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
12. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
13. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

- 14. 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 article, 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.

- 15. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals 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 amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated 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.

- 16. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

- 17. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

- 18. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 19. INSPECTION AND 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 the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 20. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be 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 of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 21. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

- 22. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 23. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 24. 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 Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 25. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 26. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

- 27. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 28. 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 be amended to make such insertion or correction.
- 29. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 30. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of 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 the other party's intent not to perform and as a cause for possible Contract termination.
- 31. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 32. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required 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.

- 33. 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 valid provision or application.
- 34. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 35. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 36. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 37. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. 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.

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

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

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

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

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

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 38. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

39. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

SPECIAL TERMS AND CONDITIONS

1. **AMENDMENTS:** Amendments may be obtained from the City of Tucson website at: www.cityoftucson.org/procure. It is the bidder's responsibility to obtain a copy of any amendment relevant to this solicitation. Internet access is available at all public libraries. Any interested Offerors without internet access may obtain a copy of this solicitation by calling (520) 791-4217, or a copy may be picked up during regular business hours at the Department of Procurement, 255 W. Alameda, 6th Floor West, and Tucson, AZ. The City of Tucson takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the bid response may be grounds for deeming submittal non-responsive.
2. **CURRENT PRODUCTS:** All products being bid/offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
3. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
4. **REQUIRED AGREEMENTS:** Any required agreements, to include any required for third party software, must be submitted at time of proposal submission. All agreements are subject to negotiation by the City.
5. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
6. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
7. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
8. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to Section 2, Termination of Contract, in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
9. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See www.cityoftucson.gov/procure, click on Cooperatives, for a list of the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating

agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). Additionally, the Contractor may negotiate pricing adjustments (upwards or downwards) based upon the participating agency's usage/volume. The City shall not be responsible for any disputes arising out of transactions made by others.

The successful Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

10. ADDITIONAL PURCHASES: The Contractor agrees that the City and the City's Cooperative Purchasing participating agencies may continue to make additional purchases from this Contract for a period of up to 5 years. The City makes no guarantees as to additional purchases.

PRICE PAGE – CITY HOSTED

The Offeror shall present all pricing information in this section. This Price Page represents the City of Tucson’s official request for price quotation and **MUST** be completed by the Offeror. The cost proposal below shall include all work necessary to effectively conduct and complete the Scope of Services. The costs stated herein **must be a firm fee that includes ALL** necessary costs including, but not limited to, labor, installation, hardware, additional software, materials, overhead, administrative charges, taxes, profit, insurance and any other expenses associated with the system or required services. Tax rate is not to be included in the unit/extended cost. Any optional items shall be priced on an attached sheet.

Offerors must attach an itemized breakdown of all proposed goods and services. Where applicable, the breakdown should state the quantity, make/model, and days/hours of all required items/tasks. If proposing modular design, include cost of modules and a separate matrix to demonstrate how the added modules accomplish the completion of current business work-flow processes.

ITEM NO.	SCOPE OF WORK	COST
1.	Golf Management System (Software) For Five (5) Courses	\$ _____
2.	Required Hardware For GMS (Please attach an itemized list, with costs for components including Servers, Point of Sale Monitors, Card Printers, etc.)	\$ _____
3.	System Setup/Installation/Configuration	\$ _____
4.	Training and Documentation	\$ _____
5.	First Year Technical Support	\$ _____
6.	Other (please specify) – Electronic filing	\$ _____
SUB-TOTAL OF FIRST YEAR COSTS:		\$ _____

ONGOING SUPPORT ITEMS:

Technical Support:

(To begin upon expiration of first year technical support, at City’s option)

Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____

GRAND TOTAL – FIVE YEAR COST:

\$ _____

The City, at its discretion, may elect to purchase the following items:

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended</u>
HP dc7700c PC	18	\$ _____ / ea	\$ _____
HP 1906 Monitor	12	\$ _____ / ea	\$ _____
ELO, 17” Touch Screen Monitors With Credit Card Readers	6	\$ _____ / ea	\$ _____

PRICE PAGE – VENDOR HOSTED

The Offeror shall present all pricing information in this section. This Price Page represents the City of Tucson’s official request for price quotation and **MUST** be completed by the Offeror. The cost proposal below shall include all work necessary to effectively conduct and complete the Scope of Services. The costs stated herein **must be a firm fee that includes ALL** necessary costs including, but not limited to, labor, installation, hardware, additional software, materials, overhead, administrative charges, taxes, profit, insurance and any other expenses associated with the system or required services. Tax rate is not to be included in the unit/extended cost. Any optional items shall be priced on an attached sheet.

Offerors must attach an itemized breakdown of all proposed goods and services. Where applicable, the breakdown should state the quantity, make/model, and days/hours of all required items/tasks. If proposing modular design, include cost of modules and a separate matrix to demonstrate how the added modules accomplish the completion of current business work-flow processes.

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3.	System Setup/Installation/Configuration	\$ _____
4.	Training and Documentation	\$ _____
5.	First Year Technical Support	\$ _____
6.	Other (please specify) – Electronic filing	\$ _____

SUB-TOTAL OF FIRST YEAR COSTS: \$ _____

ONGOING SUPPORT ITEMS:

	Technical Support	Hosting Fees	Total by year
Year 2	_____	_____	\$ _____
Year 3	_____	_____	\$ _____
Year 4	_____	_____	\$ _____
Year 5	_____	_____	\$ _____

GRAND TOTAL – FIVE YEAR COST: \$ _____

The City, at its discretion, may elect to purchase the following items:

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended</u>
HP dc7700c PC	18		
HP 1906 Monitor	12	\$ _____ / ea	\$ _____
ELO, 17” Touch Screen Monitors	6	\$ _____ / ea	\$ _____
With Credit Card Readers		\$ _____ / ea	\$ _____

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

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

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

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

CITY OF TUCSON, a municipal corporation

Approved as to form this ____ day of _____, 2007.

Awarded this ____ day of _____, 2007.

As Tucson City Attorney and not personally

Mark A. Neihart, C.P.M., CPPB, CPM
As Director of Procurement and not personally

ATTACHMENT A

CITY OF TUCSON SAMPLE SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, 2007, between _____ (hereinafter "Licensor"), a corporation existing under the laws of and with offices in the State of _____, and the **City of Tucson** (hereinafter "Licensee"), a municipal corporation existing under the laws of the State of Arizona.

WHEREAS, the Licensee and Licensor wish to enter into an agreement for the purpose of making available, in accordance with the terms hereof, the computer program(s) developed and owned by Licensor and defined herein.

WHEREAS, Licensee has issued a Request for Proposal (RFP) for certain computer software that meets the performance requirements or standards which are included in Attachment A ("Performance Requirements"). Licensor has affirmatively responded to Licensee's RFP with a response, included in Attachment A, stating that such Performance Requirements will be met by a certain software program or combination of programs supported by Licensor. In reliance on Licensor's response, Licensee desires to license such software.

NOW, THEREFORE, in consideration of the premises, as well as the obligations herein made and undertaken, the parties hereto mutually agree as follows:

SECTION 1 DEFINITIONS

- 1.1 **"System/Program"** shall mean the _____, including all related modules. The System is more particularly described in the specifications and related descriptive material in Attachment B, with System functionality defined in Attachment A.
- 1.2 **"Documentation"** shall mean the complete set of operating manuals and users manuals necessary to enable Licensee to properly use the System. The initial documentation to be provided by Licensor is listed in Attachment C.
- 1.3 **"Fees"** shall mean the total of the fees as defined in Section 9 of this Agreement, to include "License Fees", "Maintenance Fees", "Training Fees", etc.
- 1.4 **"Source Code"** shall mean the human-readable code, written in a source language, which is input to a compiler to produce Object Code.
- 1.5 **"Object Code"** shall mean the output from a compiler which is itself executable machine code or is suitable for processing to produce executable machine code.
- 1.6 **"Virus"** shall mean any computer code intentionally designed to disrupt, disable, harm or otherwise impede in any manner, the operation of the computer program, or any other associated software, firmware, hardware or computer system (including local area or wide-area networks), in a manner not intended by its creator(s).
- 1.7 **"Acceptance Criteria"** shall mean the information and objectives, which when met through testing methods, confirms the conformity of the System to the stated specifications, functionality and performance criteria as defined in Attachment A. Acceptance Criteria are specifically stated in Attachment F.
- 1.8 **"Object Code"** shall mean the output from a compiler which is itself executable machine code or is suitable for processing to produce executable machine code.

- 1.9 **"Acceptance Date"** shall be the day following the end of the designated period for the test of the entire System, if the Acceptance Criteria are met; or the day following the subsequent cure period (or any extension thereof), if the Acceptance Criteria are met during the cure period; or the day Licensee accepts the System in whole or part in writing despite failure to meet the Acceptance Criteria.
- 1.10 **"Third Party Software"** shall mean any proprietary software and related materials owned by a party other than the Licensor or Licensee.
- 1.11 **"Enhancements"** shall mean changes, additions, upgrades, translations or derivations to or of the System which are developed by Licensor as specified in an amendment to this Agreement.
- 1.12 **"Agreement"** shall mean this document and all exhibits, attachments or addenda referred to therein and any amendments or change orders to the foregoing in effect from time to time.
- 1.13 **"Collateral License Agreement"** shall mean a completed and executed license agreement under which Licensee is granted rights and licenses to Third Party Software.
- 1.14 **"Cure Period"** shall mean the specified period of time, following the date of the written notice of breach, during which time the breaching party must cure the breach identified.
- 1.15 **"Trouble Free Operation"** shall mean the absence of significant system failures (affecting system functionality) attributed to the Licensor that affect the business operations of the Licensee.
- 1.15 **"Business Hours"** shall mean Licensee's recognized business hours, as follows:
- 1.16 **"High Priority Level Support Calls"** shall mean non-routine calls resulting from a system failure that interrupts Licensee's ability to conduct its routine daily business operations. Examples in priority order include:
- 1.17 **"Billable Hours"** shall mean all time during which Licensor provides active solution of Licensee's problems as initiated by Licensee's call. Billable hours do not include travel time for defect resolution.

SECTION 2 GRANT OF LICENSE

- 2.1 **Scope of License.** Subject to compliance by Licensee with the terms hereof, and in accordance with the Fees identified in Section 9, Licensor hereby grants to Licensee, in perpetuity unless terminated as provided herein, a non-exclusive, nontransferable license (without right of sublicense) to:
 - a. Install the System on the Licensee's _____; (hardware)
 - b. Use and execute the System in its facilities in support of the internal business activities of the Licensee;
- 2.2 **Maximum Concurrent Users.** This license is granted for a limited number of maximum concurrent users per module as follows:

<u>Module Name</u>	<u>Max User</u>
ABC	unlimited
XYZ	50

SECTION 3 TERM AND TERMINATION

- 3.1 **Term.** This Agreement shall commence on the date set forth above and shall terminate_____/has an initial term of one year. Unless terminated as provided herein, this Agreement shall be extended thereafter on a year-to-year basis unless terminated by Licensee upon 30 days notice thereof to Licensor.

- 3.2 **Termination by Licensee for Convenience.** Licensee may terminate this Agreement at any time upon 30 days' written notice to Licensor and shall be responsible for payment of all outstanding charges.
- 3.3 **Termination by Licensee for Default.** Licensee may terminate this Agreement upon 30 days' written notice to the Licensor if the Licensor commits a material breach of any term hereof and fails to cure said breach within the 30-day period. Such notice shall set forth the basis of the termination.
- 3.4 **Actions Upon Termination.** Upon termination of the Agreement for any reason, Licensee shall immediately cease use of, and return forthwith to Licensor, the System and Documentation, and any copies or portions thereof. In the event of termination, whether for convenience or default, the Licensee shall be entitled to a prorated refund off any pre-paid license fees and maintenance fees.

SECTION 4

USER DOCUMENTATION

- 4.1 **Documentation Provided.** Licensor will provide to Licensee the type and quantity of documentation as identified in Attachment C.
- 4.2 **Reproduction of Documentation.** Licensee shall be granted the right to make copies of all or any part of Documentation for training of and use by Licensee, subject to restrictions elsewhere set forth herein. Licensee will retain on all such copies of the Documentation, all Licensor's trademarks, copyright, and other proprietary markings and legends.
- 4.3 **Documentation Upgrades.** Should the Documentation be upgraded, revised, enhanced, or otherwise modified, Licensor will provide to Licensee, at no charge, one copy of such revised Documentation.

SECTION 5

MAINTENANCE

- 5.1 **Service.** Maintenance service shall include keeping the System operating in accordance with the published specifications, and in accordance with the Performance Criteria, as defined in Attachment A. Preventative maintenance will include providing Licensee with new releases of standard portions of the System and regular reports of any discrepancies in the System made known to Licensor. (Option: Include reference to Attachment G for a more detailed definition of Maintenance)
- 5.2 **Service Time.** Normal service hours for maintenance coverage shall be Monday through Friday, from 7:00 a.m. to 7:00 p.m. Maintenance coverage shall exclude holidays. **(changes per contract)**
- 5.3 **Rates.** Rates for coverage shall be in accordance with Section 9.
- 5.4 **Response Time.** Licensor shall respond to a repair call within _____. (Option: Further define requirements, i.e. - critical v. non-critical response, method of response, etc.) Response shall be defined as activity toward problem resolution.
- 5.5 **Maintenance Term.** Maintenance services shall commence on the Acceptance Date, but Licensee shall not be charged for any maintenance performed during the first _____ period and for all other purposes the term of the maintenance agreement shall commence on the day following such _____ period. Licensor must agree to keep the maintenance agreement in force for at least ____ years, at Licensee's sole option, to be exercised annually.

SECTION 6

TECHNICAL SUPPORT

- 6.1 **Licensor's Obligations.** Licensor shall provide technical support to Licensee and Licensee's employees relating to the operation of the System. This support shall be available during regular business hours, Monday through

Friday, 7:00 a.m. to 7:00 p.m., national holidays excluded. This support shall be rendered via appropriate means to include telephone, fax, modem or electronic mail. Licensor shall provide additional training and assistance to Licensee upon request of Licensee and at Licensor's then-current rates for such services. (Option: Define any rates for technical support in Section 9)

- 6.2 **Licensee's Obligations.** After final acceptance of the System, the Licensee will have primary responsibility for consulting with and providing technical training to its personnel and for otherwise supporting its use of the System. Licensee will insure that only Licensee personnel properly trained in operational use of the System shall utilize Licensor technical support.
- 6.3 **Defects.** If Licensee suspects that a defect exists in a program, it shall notify Licensor of its suspicions. This notification shall describe the nature of the suspected defect and provide details of the circumstances of its occurrence. Upon receipt of such notice, Licensor shall make every effort to confirm the existence of the defect and to correct it.
- 6.4 **Assistance.** Telephone and modem assistance will consist of Licensor providing: explanation of functions and features of the systems; clarification of documentation pertaining to the systems; guidance in the operation of the systems; and error analysis and correction in accordance with this Agreement.

SECTION 7 ENHANCEMENTS TO PROGRAM

- 7.1 **Custom Enhancements.** Custom Enhancements shall be defined as any specific enhancements to the System requested by the Licensee that may request specific enhancements to the System. Licensor agrees to negotiate in good faith towards the development of such enhancements and the licensing thereof to Licensee upon mutually agreeable terms and conditions. Any costs related to the development and/or implementation of such enhancements shall also be negotiated between the Licensee and Licensor.
- 7.2 **Standard Enhancements.** Standard enhancements made to the System, by Licensor, will be provided to the Licensee immediately, at no additional charge. Enhancements are further defined in Attachment I.

SECTION 8 SOURCE CODE

- 8.1 **Source Code.** For a period of ____ years from the date of this Agreement, plus any additional period (years) that the Licensee maintains the License, the Licensor agrees to directly furnish Licensee with the source code of the software in accordance with the following provisions. The source code referenced herein is the version of the source code current at the time of Licensee's need for the source code.
- 8.1a The Licensor will keep the latest copy of the source code, documentation and compilers for the software in an escrow account, and will enter into a separate agreement, hereinafter referred to as the Escrow Agreement (see Attachment E), between Licensee and the Licensor that allows for the source code to be released to Licensee under the terms of this Agreement and the Escrow Agreement. The Licensor will pay the cost for the escrow storage of the software and there shall be no cost to Licensee in the event of a release of the source code from escrow. The Licensor will provide the Licensee with a list of items to be kept in escrow and provide any updates to that list as necessary.

SECTION 9 FEES AND CHARGES

- 9.1 **License Fee.** In consideration of the licenses granted hereunder, Licensee shall pay Licensor a one-time/initial fee in the amount of \$_____ for all software specified in Attachment B. The initial license fee/one time license fee is for the initial term of this Agreement/is for the perpetual use of the license(s). License fees shall be paid in accordance with the payment scheduled outlined in Attachment D (30% upon delivery of software, 20% upon installation, 40-45% upon final acceptance, 5-10% paid after a fixed number of days after final acceptance. For

purposes of this Agreement, the breakdown of the system price is for evaluation purposes only. It shall not reflect the value of the component(s) to the overall system.

- 9.2 **Annual License Fee.** An annual license fee of \$_____ is due and payable upon the anniversary of this Agreement for each term this Agreement is extended.
- 9.3 **Hardware Maintenance Fee.** A maintenance agreement shall be in effect for a minimum of _____ years. The Licensee retains the right to cancel the agreement at any time. If the agreement is cancelled, the Licensor agrees to refund the prepaid prorated fee for used maintenance. Maintenance shall be performed in accordance with Section 5.
- 9.4 **License Upgrades.** An amendment to this Agreement is required in order to increase the licensed number of concurrent users per module. The amendment must contain the new maximum number of concurrent users, the initial license fee for the increase in users and the new price for the annual extension of this Agreement.
- 9.5 **Upgrades/Additional modules.** An amendment to this Agreement is required when the Licensee orders upgrades/new modules to the System/Program. The amendment must contain the new maximum number of concurrent users, the initial license fee for the module(s) and the new price for the annual extension of this Agreement.
- 9.6 **Services.** All services performed in relation to this Agreement, including installation services and training, shall be defined specifically in Attachment H. (Services shall be charged at an hourly rate or by fixed amount tied to service or deliverable, will also need to indicate how expenses will be handled)

SECTION 10

PROTECTION AND SECURITY

- 10.1 **Acknowledgment of Proprietary Materials/Limitations on Use.** Licensee acknowledges that the System/Program is an unpublished work for purposes of copyright law and embodies valuable confidential and secret information of Licensor. Licensee will treat such information so received in confidence and will not use, copy, disclose, nor permit any of its personnel to use, copy, or disclose the same for any purpose that is not specifically authorized under this Agreement. Notwithstanding the above, nothing herein shall prevent the Licensee from utilizing same or similar information, if it is independently provided by a third party or independently developed in-house.
- 10.2 **Obligation of Parties Having Access.** Licensee shall make reasonable efforts to limit use of and access to the Programs to such Licensee personnel as are directly involved in the use of the Program by Licensee, and Licensee will; 1) divulge the System/Program only to Licensee personnel whom Licensee has no reason to believe are untrustworthy or may violate the provisions of this section ; and 2) prevent all Licensee personnel from having access to any such information unless access is required in the performance of their duties for Licensee.

SECTION 11

WARRANTY AND INDEMNIFICATION

- 11.1 **Warranty.** Licensor warrants that it holds title and/or copyright rights to all software licensed and delivered pursuant to this Agreement. Licensor warrants, for the benefit of the Licensee, that the System shall be free from errors and will in all material respects, conform to the published specifications therefore set forth in Attachment A. In the event that the System does not so conform, Licensor shall provide corrections thereto as set forth in Section 13.1. This warranty shall include express warranties provided by System/Program demonstrations, literature and documentation.
- 11.2 **Lockouts.** Licensor warrants that the System/Program is free from any devices known as a "lockout", "Trojan Horse", "time bomb" or similar name which will automatically disenable the System/Program at some time in the future.

- 11.3 **Viruses.** Licensor hereby represents, warrants and covenants that the System and any upgrades delivered hereunder shall contain no Viruses.
- 11.4 **Year 2000 Compliant.** Licensor hereby warrants that the system is compliant to year 2000.
- 11.5 **No Infringement.** Licensor warrants, for the benefit of the Licensee, that the System/Program does not infringe upon the rights of any third party respecting patent, copyright, or trade secret in the United States.
- 11.6 **Indemnification.** Licensor agrees to and does hereby indemnify, defend and hold harmless from liability Licensee against any and all claims that the System/Program infringes any rights of third parties in patent, copyright or trade secrets in the United States and any and all actions arising out of such claims. In the event of any such claim or action, Licensor shall have the option to either; 1) modify the System/Program so as to render it non-infringing so long as it continues to conform to the specifications and warranties herein; or 2) procure for Licensee the right to continue using the System/Program. Any such indemnification under this Section shall be contingent upon Licensee's 1) promptly notifying Licensor in writing of any claim or action of which indemnification is sought; 2) immediately ceasing use of the System/Program upon notice of any such claim or action; and 3) affording to Licensor sole control of the defense or settlement of any such claim or action.

SECTION 12

ACCEPTANCE

- 12.1 **Milestones.** For the acceptance of the System, which shall include all related modules, Licensor agrees to the following as further defined herein; a) a deadline date of acceptance; b) an absolute final deadline for acceptance, beyond which the Licensor will be in breach and the Licensee will be entitled to receive credits against the Fees; and c) the portion of the Fees to be paid upon acceptance of the particular module. No portion of the Fees will be paid except upon achievement of a designated milestone, and a portion of the Fees will be withheld until the entire System has operated satisfactorily for a designated period. (Reference Section D for relationship between milestones and Payment Schedule)
- 12.2 **Acceptance Standards.** Before any module will be deemed to have been accepted, and before Licensee will pay the Fees, Licensee will test the programs constituting the module and confirm that the module satisfies objective "Acceptance Criteria", Attachment F, for a designated period.
- 12.3 **Cure.** If the System or any module fails to meet the Acceptance Criteria herein by the last absolute final acceptance deadline, Licensor will be given a specified number of days (to be determined solely by Licensee) after such deadline to cure all defects so that the System meets the Acceptance Criteria for the designated period. Failure to cure shall be deemed a material breach. Licensee will have the option to extend the cure period, terminate the Agreement in its entirety and receive a full refund of all amounts paid to Licensor, or accept the System in whole or in part (with a proration of price).

SECTION 13

CORRECTION OF DEFECTS

- 13.1 **Licensor Obligations.** If the System has apparent errors or otherwise fails in any material respects to conform to the specifications set forth in Attachment A or fails to achieve any function described therein and Licensee has promptly notified Licensor in writing of such failure, Licensor will, within a reasonable period after such notification, perform such programming work to cure such errors or otherwise cause the System to conform at no cost to Licensee, provided such malfunctions are determined to be malfunctions of the System and not errors or malfunctions attributable to Licensee.

SECTION 14

INSURANCE

- 14.1 **Insurance.** At all times while performing work hereunder, the Licensor shall carry Workers' Compensation insurance, in accordance with the laws of the State of Arizona. In addition, the Licensor shall maintain general liability insurance in amounts not less than \$1,000,000.00 per occurrence. Licensor shall provide a certificate of insurance to the Licensee which confirms the aforementioned coverage, and subject certificate shall name the Licensee as an additional insured.

SECTION 15

MISCELLANEOUS

- 15.1 **No Assignment.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
- 15.2 **Governing Law.** All questions concerning the validity, operation, interpretation, and construction of this Agreement will be governed by and determined in accordance with the laws of the State of Arizona.
- 15.3 **Arbitration.** If both parties are agreeable to alternative form of dispute, settlement may be made by binding arbitration before one arbitrator, pursuant to the rules of the American Arbitration Association. Judgment upon any award of the arbitrator may be entered into any court having competent jurisdiction thereof. The costs of any and all arbitrators shall be shared equally by the parties to the arbitration. Arbitration shall take place in the State of Arizona.
- 15.4 **Force Majeure.** No party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's control, including acts of God, lockouts, riots, acts of war, epidemics, governmental regulations, fire, communication line failures or power failures.
- 15.5 **Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.
- 15.6 **Headings.** All headings used throughout this Agreement are for reference purposes only and shall not be considered a substantive part of the agreement between the parties.
- 15.7 **Notices.** The addresses for any notices, requests, orders or demands required or permitted to be given under this Agreement shall be as follows:
- | | |
|-----------|-----------|
| Licensor: | Licensee: |
|-----------|-----------|
- 15.8 **Revisions.** This Agreement may be revised or amended by the mutual agreement of the parties hereto by a written attachment hereby incorporated into this Agreement.
- 15.9 **Use of Customer Name.** Licensor shall not make any written statement indicating that Licensee has approved or endorsed Licensor or its products without Licensee's prior written consent. Licensor shall not associate or in any way connect any name or trademark of Licensee with any product of Licensor without Licensee's prior written consent except that the Licensor may include Licensee on its customer lists and distribute its customer list to prospective customers.
- 15.10 **Attachments Incorporated.** All Attachments referenced in this Agreement are hereby incorporated into this Agreement by this reference and made part of this Agreement.
- 15.11 **Acknowledgment of Complete Agreement.** The parties agree that this Agreement is the complete and exclusive statement of their agreement, respecting the subject matter hereof and that it supersedes all other proposals respecting such subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this to be executed by their duly authorized officers on the dates specified herein.

("Licensor")

CITY OF TUCSON ("Licensee")

Title: (date)

Mark A. Neihart, C.P.M., CPPB, CPM (date)
Director of Procurement

APPROVED AS TO FORM:

City Attorney (date)

Listing of Attachments

- A: Software Description (include all technical specifications if not included in RFP or promo materials)
- Optional A: Licensor's Promotional Materials/Performance Requirements (Includes RFP and the proposal response from Licensor)
- B: Designated System (hardware/software configuration)
- C: Documentation (types expected by title and quantity)
- D: Fees & Payment Schedule (includes Project Schedule)
- E: Escrow Agreement
- F: Acceptance Test Procedures
- G: Warranty Service (time period, rates, additional expenses)
- H: Services (includes training, installation)
- I: Enhancements (hardware/software)

ATTACHMENT B

Sample Report Data

SORTING / FILTERING OPTIONS	REPORT DISPLAY
CUSTOMER	
Customer Listing	
Data Date Entered Cust. Status Customer Type	Customer Access # Type Exp. Date
Zip Active Active	
Date of Birth Inactive Inactive	
Last Name Both Both	
Access #	
Expiration Date	
Group Booking	
Data Course Date Entered Date of Play	Date of Play Group
Group Name Randolph	Time
Dell Ulrich	Rounds
El Rio	
Silverbell	
Fred Enke	
Infraction Detail	
Data Infraction Type Course Customer Type	Infraction Type Customer Site Date
Zip No Show Randolph	
Date of Birth Pace of Play Dell Ulrich	
Last Name Other El Rio	
Expiration Date Cancellation Silverbell	
Infraction Date Fred Enke	
Mailing Labels	
Data Date Entered Cust. Status Customer Type Label Type	Customer Address City State Zip
Zip Active Active Avery 5161	
Date of Birth Inactive Inactive Avery 4029	
Last Name Both Both Avery 4013	
Expiration Date	

SORTING / FILTERING OPTIONS	REPORT DISPLAY
TEE TIMES	
Booking Summary	
Data Date of Play Course Other	Course Date Rounds Entered By
C'stmr Name Randolph C'stmr Name	Time Ent'rd Day
Date Entered Dell Ulrich Entered By	C'nfrmtn #
Tee Time El Rio Entered Meth	
Silverbell	
Fred Enke	

SORTING / FILTERING OPTIONS					REPORT DISPLAY						
POS											
Department Sales Detail											
Course	Department	Detail	Period		Department	SKU	Sell Price	Variance Q	Act'l Sales	Net Qty	
Randolph		SKU			Class	Number	Avg. Price	V'rncl Avg.	Refund Qty	Net Sales	
Dell Urich		Group			Group	Description	Quantity	V'rncl Total	R'fnd Sales		
EI Rio		Class									
Silverbell		Department									
Fred Enke											
Detail Usage											
Course	Date	Shift			SKU #	Time	Customer	Price	Ext. Amt.	Tax	
Randolph						Order #	Cust. Type	Quantity			
Dell Urich											
EI Rio											
Silverbell											
Fred Enke											
End of Day Closing											
Course	Date	Shift			SKU #	Item S'mry	Quantity				
Randolph											
Dell Urich											
EI Rio											
Silverbell											
Fred Enke											
Item Sales Summary											
Course	Date	Shift			Drawer	Description	Sales Qty	R'fnd Qty.			
Randolph					Shift		Sales Amt	R'fnd Amt.			
Dell Urich					Cashier						
EI Rio											
Silverbell											
Fred Enke											
Shift Closing											
Course	Date	Shift	Group by		SKU #	Quantity	Sales Amt	R'fnd Amt.	Total	Pmt Meth	
Randolph			Department		Description		Sales Tax	R'fnd Tax		Cash	
Dell Urich			SKU #							Cr Card	
EI Rio										Rev S'mry	
Silverbell										Bal S'mry	
Fred Enke											
Transaction Detail											
Course	Date	Shift	Pmt. Method		Order #	C'st Name	Tee Time	Description	Quantity	Amount	
Randolph			Cash		Time			P'mt Meth		Tax	
Dell Urich			Check		Cashier						
EI Rio			Gift Cert		Course						
Silverbell			Credit Card								
Fred Enke			T'rnmnt Credit								
			Rain Check								
Transaction Items											
Course	Date	Shift	SKU #		Order #	SKU #	Quantity	Amount	Tax	Total	
Randolph					Time	Description					
Dell Urich					Cashier						
EI Rio											
Silverbell											
Fred Enke											
Transactions by Customer											
Date Range	C'stmr Name				Order #	Description	Quantity	Total			
					Date	P'mt Meth	Amount				
					Time						
					Course						

SORTING / FILTERING OPTIONS					REPORT DISPLAY					
INVENTORY										
Cost of Goods Sold										
Course	Department	Vendor	Detail	Date Sold	Description	Vendor	Qty	Unit	Total	
Randolph			SKU		Department			Cost	Cost	
Dell Urich			Group		Class			Avg. Price	Sales	
El Rio			Class		Group			Avg. Profit	COGS%	
Silverbell			Department		SKU				Profit	
Fred Enke										
Inventory Listing										
Data	Site	Department	Class	Group	Department	SKU	Cost	Price	Qty	Phys Qty
SKU #					Class	Number				
SKU D'scrptn					Group	Description				
Site					Vendor					
Vendor										
Inventory Valuation										
Course	Department	Vendor	Date		Department	SKU	Avg. Cost	Qty	Ext. Cost	
Randolph					Class	Number	Avg. Price		Ext. Price	
Dell Urich					Group	Description				
El Rio					Vendor					
Silverbell										
Fred Enke										

ATTACHMENT C

Current Golfer Types

- Rewards
- Non- Resident Rewards
- Sr. Rewards
- Sr. Non- Resident Rewards
- Non- Resident
- Sr. Non- Resident
- Military
- Golf Employee
- Retired City Employee
- Student
- Youth
- Web User
- 1st Tee
- Group
- Club
- Golf Now
- Mega Pass
- 2-Consecutive Month Mega Pass
- 4-Consecutive Month Mega Pass
- Choice of 2 Months Mega Pass
- Choice of 4 Months Mega Pass