



**Request for Proposal  
RFP-5167-23-SDH  
Recreation Management Software System**

**RESPONSES DUE:**

February 08, 2023 prior to 2:30 P.M.

**Accepting Electronic Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)**

**[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)**

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

**PURCHASING REPRESENTATIVE:**

Scott Hockins, IT Supervisor

Preproposal Meeting 1/18/2023 at 2:00pm Mountain

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 256 824 637 013

Passcode: 3bRvF7

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This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **REQUEST FOR PROPOSAL**

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## REQUEST FOR PROPOSAL

### SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

**NOTE:** It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

**RFP QUESTIONS:**

Scott Hockins, IT Supervisor

[scotth@gjcity.org](mailto:scotth@gjcity.org)

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from Recreation Management Software Systems.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.6 Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing (BidNet Colorado) website, [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). The uploaded response shall be a single PDF document with all required information included. *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).
- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After awarding this statement is not applicable.
- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) and on the City's website at [www.gjcity.org/501/Purchasing/Bids](http://www.gjcity.org/501/Purchasing/Bids). Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of services contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.

- 1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.
- Have adequate financial resources, or the ability to obtain such resources as required.
  - Be able to comply with the required or proposed completion schedule.
  - Have a satisfactory record of performance.
  - Have a satisfactory record of integrity and ethics.
  - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.15 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.16 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.17 Public Opening:** Proposals shall be opened virtually immediately following the proposal deadline. Offerors, their representatives and interested persons may attend virtually. See Section 1.6 for details. Only the names and locations on the proposing firms will be disclosed.

## SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services is to be performed and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the scope of services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the services under a contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the services under the Contract Documents. Upon receipt of written notice that the services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of services performed and materials placed in accordance with the Contract Documents. The services performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. The services and services to be performed by Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.6. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions, or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.

- 2.8. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.9. Uncovering & Correction of Services:** The Firm shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discovering of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.12. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.14. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.

- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.20.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.20.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.20.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, (House Bill 06-1343).
- 2.22. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.23. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.



- 2.25. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.26. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, sub-Firm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.27. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.32. Venue:** Any agreement because of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.

- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. All proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.41. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as

authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

## **2.43. Definitions:**

- 2.43.1.** “Offeror” and/or “Proposer” refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner’s RFP.
- 2.43.2.** The term “Services” includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.3.** “Firm” is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Firm shall not commence services without clarifying Drawings, Specifications, or Interpretations.
- 2.43.4.** “Sub-Contractor is a person or organization who has a direct contract with the Firm to perform any of the services at the site. The term Sub-Firm is referred to throughout the contract documents and means a Sub-Contractor or his authorized representative.

**2.44. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the Owner.

## **SECTION 3.0: INSURANCE REQUIREMENTS**

**3.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Firm of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

**3.2 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

#### **SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES**

**Scope of Work:** The City of Grand Junction is interested in recreation management software that will create efficiencies, conveniences, and accessibility to accurate real-time information for both staff and patrons. The City of Grand Junction's Park & Recreation Department currently uses ActiveNet. The City of Grand Junction provides the highest level of customer service possible to its patrons. Patrons who prefer online interaction should be able to register for programs, activities, special events, leagues, and membership passes as well as book facilities and have access to program and facility information with relative

ease. The software should enhance and innovate the department's customer service by taking advantage of the conveniences offered by newer improved technology.

The City is seeking the following goals and outcomes for the Recreation Software project:

- Ability to have the system fully operationalized and implemented for a go live date of January 01, 2024
- A seamless, transparent, user-friendly, and efficient experience for customers
- Error-free data collection, transmittal, and payment allocation
- Design and operation of the software system shall ensure compliance with all legal requirements, including but not limited to record keeping, privacy and security, public records, and audit requirements
- Software must be reliable, secure, and robust, in accordance with the municipal industry standards and practices
- Customer and membership account management
- Customer communication options including but not limited to text (SMS) and email
- League and team management with the option to create and maintain schedules
- Event, program, and activity registration
- Facility bookings/reservation management with calendar functionality
  - Integrated facility light, access control, and irrigation management
- Ability to search and sort based on various categories and criteria such as activity name, activity type, location, and keyword
- Ability to add pre-requisites for activity/program enrollment such as waivers and skill assessments
- Ability to email receipts and waivers to patrons automatically upon completion of transactions
- Ability to export program, activity, event, and membership data and information in various formats including text-rich formats for marketing purposes
- Ability to create, ask, and report on customized questions during all transactions
- Ability to structure fees to meet the needs of our various programs, activities, memberships, and facilities including tiered pricing, add-on fees, flat and percentage-based discounts/increases, and fee waivers with options of these fees to be automatically applied based on customer account criteria
- Payment processing for multiple locations with mobile/off-site and point of sale (POS) options that have PCI credit card compliant, cash, and check processing options
- Comprehensive reporting functionality with ability to customize, schedule, and export reports
- Ability to auto-bill for memberships at customizable intervals
- Ability to integrate with various financial systems or automate data export and import to meet the need of the City's financial tracking system
- Self-service kiosk for membership check-in/out
- User-friendly customer-facing web-based portal for: program/activity registration; membership, pass, ticket and sales; facility reservation; account management; waiver management; and payments
- Ability to embed web links, widgets, and registration tools in the City's website, social media platforms, and emails
- Ability for programs attendance tracking, with secure sign-in/sign-out options for programs such as a licensed summer camp program or childcare facility

- Ability to store and report on documents containing sensitive data in a HIPPA-compliant manner
- Reliable and responsive technical support with availability 24/7
- Software training options and programs for staff with operation manuals or self-help options
- Ability to support multiple secure user accounts that enable specific permissions, access, and views

## **Objectives**

### **The Recreation Software System**

The Recreation Software system represents a customer service interface for managing Parks and Recreation facilities, memberships, events, programs, activities, and customer accounts within the City of Grand Junction in an effective and efficient manner.

### **Customer Self Services**

To support the goal of providing an effective and efficient system that meets the recreational needs and desires of the Grand Junction Area community, the recreation software system will provide optional contextual, guided questions and answers that allow users to register for recreational programs and membership and reserve facilities quickly and efficiently without having to spend time searching for additional information. The City has further detailed out additional customer service requirements such as reporting and communication functionality.

### **Fee Calculations and Payments**

The Recreation Software system will provide the means to make data available between the system and the appropriate city's system of record.

### **Account Management**

The Recreation Software system will provide the ability for customers to register and create accounts and add multiple users to those accounts. The City will also have the ability to create accounts on behalf of authorized users and customers. The City will have the ability to manage all accounts including the ability to merge and delete accounts. The system should provide for the management and auditing of duplicate accounts within the system.

### **Knowledge Management**

This capability provides a means for users to learn about Park and Recreation offerings and educate themselves prior to submitting registrations or making purchases. The Recreation Software system will contain easy to locate, simple information regarding how to register for programs and activities, reserve/book facilities, and purchase memberships and passes. The Recreation Software system will provide an intuitive search approach to display recreational opportunities available in an aesthetically pleasing and easy-to-understand way. Once a selection is made the system will guide the customer to the appropriate payment processing steps to finalize their transaction and provide a receipt and copy of all required waivers and obligations. City end users must be able to easily consolidate, publish and maintain the data providing the contextual help as well as any other content provided to the customers.

## **The Proposed Technical Solution(s)**

The City desires a fully-hosted “Software as a Service” (SaaS) recreation management System for its constituents and employees use for standard day-to-day activities such as, but not limited to, registration, facility management and bookings, membership sales and management, and reporting on all system functionality. The Recreation Software system solution will have a single customer facing front end via a secure hosted system that is integrated with individual city systems of record and the State of Colorado.

The City realizes all solutions available may not be fully-hosted so the City is willing to entertain alternative proposed solutions including (but not limited to) a hybrid solution where hardware is hosted at the City.

The City’s goals are to create a customer service focused system that streamlines the processes thus reducing administrative costs and enhancing productivity for the City while providing a better customer experience for patrons. Confidentiality is a top priority for the City; therefore, data security will be a critical component of the awarded bid.

## **Payment Processing**

The cities are not committed to one particular payment processing solution and are asking the vendor to respond with one of the two preferred scenarios for the solution or alternatively provide the City with an optional solution to the ones listed below that meets the City’s requirements:

### ***1. Integrated payment solution:***

The Recreation Software system will provide the ability for users to pay fees and dues using a single payment processing methodology that can accept and directly distribute the funds to the City’s financial back-end system.

### ***2. Recommended Payment Processing Provider:***

Vendor will provide the City with a recommendation for the payment processing provider and describe the configuration of the system to the recommended payment processing provider (included diagrams).

The City may select all or part of the vendor's payment processing solution. Regardless, The Recreation Software system will provide the ability to seamlessly operate between the system and the payment processing solution via a secured hosted payment system that provides transparent and reliable cross-platform electronic data interchanges with individual city back-end systems and provide the appropriate tools for the cities to reconcile between systems.

## **Functional, Technical, Payment and Security Requirements**

In addition to the minimum qualifications and mandatory requirements, the City has also defined additional requirements for the solution.

The Recreation Management software system will provide a secure environment that can detect and block common threats. Vendors should refer to mandatory requirements in Section 6 above.

Vendors must demonstrate compliance with:

- Payment Card Industry (PCI) standards.
- Payment Application Best Practices (PABP)
- The Fair Credit Billing Act (FCBA)
- Electronic Fund Transfer Act (EFTA)
- The Gramm-Leach-Bliley Act (GLBA)
- The Sarbanes-Oxley Act (SOA)
- Health Insurance Portability and Accountability Act (HIPPA)
- Fair and Accurate Credit Transactions Act (FACT ACT)
- Regulation CC
- Regulation A
- Public funds – deposits and investments – public depositaries (Chapter 39.58 RCW)

The vendor is responsible for ensuring that appropriate organizational, procedural, and technical controls are in place to safeguard the City's and its customer's information. Vendors shall address in their Proposal all requirements.

### **Management Requirements**

The City is seeking a full-service system implementation vendor, not simply software. The vendor must clearly address how it will manage the full range of required implementation services. The City requires an extensive and carefully structured approach to implement the Recreation Management Software System Project. The vendor shall be responsible for all activities to implement the recreation management software system modules and integrate these modules with existing City legacy applications. The vendor shall be responsible for technology and implementation planning, software fit analysis, software integration, testing, training, conversion assistance, documentation, project management, production hosting and ongoing software support. If a solution is proposed whereby the City will host the hardware, the vendor shall also be responsible for City computer network and production hardware server sizing analysis.

### **City Responsibilities**

The City will be responsible for providing the proper environment and facilities for the project implementation and operation and for providing support services, including subject matter experts (SMEs) associated with the project. The City will be responsible for the following items and/or services for the project:

1. Providing proper office space, local telephone connections, workstations, copiers, fax machines, City Intranet and Internet access at the City's site. Provide the vendor information regarding standard hardware, operating system, system software, database configurations, and current business practices used by the City.
2. Providing access at mutually agreed times and locations to appropriate City facilities.
3. Supplying City specific information necessary for the vendor to implement all functions of the Recreation Management Software system.
4. Reviewing and accepting all project deliverables such as software functional and design documentation, operations documentation; training materials report formats, progress reports, test plans, and related documentation. The City will provide acceptance notice or cure notice to the vendor within ten (10) business days of receipt of the deliverable.



5. Providing converted data from legacy systems, in a format to be mutually agreed to by the vendor and City and to populate required tables and databases as required for the Recreation Management Software system
6. Providing documentation and interface information for all required manual and automated system interfaces to City's existing applications required to support the Recreation Management Software system.
7. Verifying that the materials and workmanship of vendor-provided services conform to the Contract.
8. Determining if services are progressing according to schedule.
9. Conducting an acceptance test and evaluating the test results. City personnel will conduct acceptance testing with the vendor's assistance.
10. Providing facilities for on-site training.
11. Providing City personnel at mutually agreed upon scheduled training classes.
12. For an alternative solution, installing all Recreation Management Software system required computer hardware at the City data center (or selected alternative site) and providing required network access for all equipment that conforms to the City standards.
13. The City may contract with an independent third party to provide quality assurance services of the overall project.

### **Vendor Responsibilities**

The vendor shall assume complete responsibility for the design, assembly, modification, system and performance testing, training, documentation, and successful operational performance of the system in accordance with the Contract. For a solution that is proposed whereby the City will host the hardware, the vendor shall also be responsible for site installation.

Specifically, the vendor's responsibilities shall include, but not be limited to, the following items and/or services related to the Recreation Management Software system:

1. Providing all software design, configuration, specification, integration, testing, training and implementation.
2. Coordinating all subcontractors in the resolution of problems that may be related to system implementation activities, which do not function as specified. Vendor is responsible for all third party products that the vendor uses as part of the system implementation.
3. Developing specifications for populating portal accounts with data from existing City manual and automated files based on City provided file and data formats. The vendor shall be responsible for identifying any data elements that are not in the existing systems, but are required for the new Recreation Management Software system. This will allow for existing account information to be transferred to the new Recreation Management Software system from the City's systems of records to maintain data integrity between systems.
4. Providing interface specifications, development, and implementation to unique City-back end systems during initial implementation throughout the phased implementation period, as necessary for the full implementation of the system.
5. Training City's personnel, so that they will be self-sufficient and able to operate and maintain the complete system.
6. Responsible for successful system, integration, and stress tests and correcting and documenting all defects discovered during these tests.

7. For a City-hosted solutions, conducting a computer hardware server “sizing” analysis to determine the optimum computer equipment to support the production environment. Work in combination, under the City's guidance, to balance and tune application and databases.
8. Assist the City in conducting the acceptance test and specifying defects as required to provide a successful system.
9. Assist the City in implementing all modules and required interfaces.
10. Provide on-site post-implementation for production activities for 60 Days following system cut over to production.
11. Provide ongoing hosting services for the application during the life of the contract.
12. Provide Warranty Services during the Warranty Period.
13. Collaborate with City to develop a change management strategy that will support user adoption and knowledge transfer and manage impacts to schedule.

### **Personnel Resources**

The vendor must warrant that any key staff members identified by the vendor and accepted by the City shall be dedicated to the Recreation Management Software system project as that person's primary assignment for the duration of such person's employment by the vendor and that any change in assigned key staff is subject to prior City approval in writing.

### **Project Management**

The vendor must provide expertise and experience in the end-to-end installation of the platform. This will include project management, functional and technical resources.

The vendor must designate the Project Manager who will have overall, daily responsibility for the project. This person will be responsible for the vendor's project management and coordination with the City.

The vendor must provide an estimate of the timeline to complete migration of existing applications and implementation of new applications.

### **Rates and Pricing**

Pricing shall be prepared with the following contract terms considered.

- Pricing shall be fixed and firm with a not to exceed price for the term of the contract. At that time, the vendor may submit a written request for a price increase. The written request is to be at least 180 days in advance.
- Thereafter, written requests for price increases shall only be considered upon the contract anniversary date (the request should be submitted at least 180-days prior to the contract anniversary date).
- Such requests shall consider the following:
  - Price requests shall be no greater than the total of changes to the CPI Index for Denver/Boulder or other pricing index appropriate to the product
  - Not produce a higher profit margin than that on the original contract
  - Clearly identify the items impacted by the increase
  - Be accompanied by documentation acceptable to the Buyer sufficient to warrant the increase
  - And remain firm for a minimum of 365 days

The request shall be considered by the City and may be accepted or rejected. Failure to submit a price request at least 180-days prior to the contract anniversary date, shall result in a continuation of all existing pricing on the contract until the next contract anniversary date. The decision to accept any price increase will be at the sole discretion of the Business Operations Manager.

The Business Operations Manager may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or for other circumstances beyond the control of both parties.

### **Contract Term**

This contract shall be for five years, with five one-year extensions allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The vendor may also provide a notice to not extend but must provide such notice at least 90 days prior to the otherwise automatic renewal date. All City obligations are subject to annual appropriation of the City budget.

### **RFP Tentative Time Schedule:**

- Inquiry deadline, no questions after this date: February 1, 2023
- Submittal deadline for proposals: February 8, 2023

### **Questions Regarding Scope of Services:**

[scotth@gjcity.org](mailto:scotth@gjcity.org)

## **SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS**

**Submission:** Each proposal shall be submitted in electronic format only through the BidNet website, [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requires that proposals be formatted **A** to **F**.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation, the Firm agrees to all requirements herein.

- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a professional consultant with experience in fire department studies to become a contract provider to the City of Grand Junction. Include prior experience with similar projects.
- C. Strategy and Implementation:** Describe your (the firm's) interpretation of the Owner's objectives regarding this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm's implementation plan, deliverables, and an estimate of time commitments.
- D. References:** A minimum of three (3) **references** that can attest to your experience in projects of similar scope and size. **Please also summarize the projects completed with these references including** Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, Budget, etc.
- E. Fee Proposal:** Provide a cost for the consulting services and products broken down per task listed under the Scope of Work. Provide a breakdown of all reimbursable expenses required to complete the work. If applicable, provide the subcontractor's costs as separate items. Provide hourly rate for your firm and all subcontractors. Include annual software maintenance. Cost attachment included
- F. Include Attachments:** Level of Effort, Cost, Data Conversion
- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described. Submittal evaluations will be done in accordance with the criteria and procedure defined. The Owner reserves the right to reject all portions of proposals and take into consideration past performance.  
  
References of the short-listed firms will be assessed during the final phase of the evaluation process. The Owner will undertake negotiations with the top-rated firm and may choose not to negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.
- 6.3 Oral Interviews:** The Owner reserves the right to invite the most qualified rated proposer(s) to participate in oral interviews, if needed.

**6.4 Award:** The Owner reserves the right to consider all the information submitted and/or oral presentations, if required, in selecting the project Firm.