IDS08WEB

TYPE OF RECORD: NON-PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF CONTRACTOR: (IDSS) INTERNET DESTINATION SALES SYSTEM, INC.

SUBJECT/PROJECT: WEB-BASED SOFTWARE LICENSE FOR GLOBAL
                            TRAVEL, MEETING, EVENT PLANNING, MEMBERSHIP
                            MANAGEMENT AND CONTACT MANAGEMENT
                            SERVICES

CITY DEPARTMENT: VISITOR AND CONVENTION BUREAU

YEAR: 2008

EXPIRATION DATE: 01/01/11

DESTRUCTION DATE: 01/18

iDSS™ MASTER WEB-BASED
SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS MASTER WEB-BASED SOFTWARE LICENSE AND SERVICES AGREEMENT (the "*Agreement*") is effective on **January 1, 2008** (the "*Effective Date*") by and between Internet Destination Sales System, Inc. ("*iDSS*") with its principal place of business at 250 Marquette Avenue South, Suite 1330, Minneapolis, Minnesota, 55401, and **Grand Junction Visitors & Convention Bureau ("*Subscriber*")** with its principal place of business located at 740 Horizon Drive, Grand Junction, CO 81506 with reference to the following facts:

     A.   iDSS provides web-based software solutions for global travel, meeting, event planning, membership management and contact management.

     B.   The Subscriber wishes to (i) subscribe to and use those web-based systems identified by the Subscriber below as subject to this Agreement; and (ii) retain iDSS to provide implementation and support services in connection with such web-based systems.

Destination Management System **(Exhibit B)**	X
Housing System **(Exhibit C-1)**	
Registration System **(Exhibit C-2)**	
Future Housing Inventory System **(Exhibit D)**	

     C.   iDSS wishes to provide a license to use such web-based systems and provide such services to Subscriber under the terms and conditions of this Agreement.

     NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. **Certain Definitions**. The following capitalized terms used in this Agreement and its Exhibits shall have the following meanings:

"Client Support" means iDSS' acknowledgement and response to telephone calls and emails from the Subscriber asking questions about the System or requesting help in using the System.

"Documentation" means the written technical and planning requirements necessary to access and use the System and generate the Standard Reports.

"Fees" means the fees for the license to use the System and for the Services as set forth in the Fee Schedules, which if applicable are attached hereto and incorporated herein as <u>Exhibit B</u> for the Destination Management System; <u>Exhibit C-1</u> for the Housing System, <u>Exhibit C-2</u> for the Registration System, and <u>Exhibit D</u> for the Future Housing Inventory System (each a "**Fee Schedule**" and, together, the "**Fee Schedules**"), to the extent applicable to this Agreement. The Fee Schedules may be modified, amended, supplemented, increased and updated in accordance with Section 4 of this Agreement.

"Go-Live Date" means the point when the System has been configured and enabled and is ready for the Subscriber to use.

"Housing Transaction" means using the System to reserve 1 hotel room.

"iDSS Intellectual Property" means the computer programs, written material, Standard Report format, sequencing and arrangement, content, data, designs, images, trademarks, logos or other material or works inherent in, used in connection with, or arising out of the System, the Services, the Standard Reports, the Documentation or any other materials provided by iDSS pursuant to this Agreement and all copyrights, patent rights, trademark rights, trade secrets, and other proprietary rights in and to any and all of the foregoing.

"Registration Transaction" means the use of the System to register for a class, seminar, convention, association meeting, reception or other scheduled activities related to an event managed by the System. The registration of 1 person for 1 scheduled activity shall constitute 1 Registration Transaction.

"Services" means access to iDSS' web portal and partner interface, configuration and implementation services, on-going Client Support services provided by iDSS to Subscriber in connection with the use of the System and the generation of Standard Reports or customized reports, and other services if requested by Subscriber.

"System" means, as a collective, those certain web-based systems identified by Subscriber in <u>Section B</u> above and as set forth and described in the Response, describe below, as subject to this Agreement.

"User(s)" means anyone logging into and using the System.

2.   Subscriber issued a Request for Proposal ("RFP-2466-07-SN") on or about November 8, 2007. iDSS responded to the RFP-2466-07-SN ("Response") on or about November 16, 2007.   The Response is incorporated herein and made a part of this Agreement. The RFP-2466-07-SN is made a part hereof as needed to clarify the term of the Response. If the terms and conditions of the Response and this Agreement are in conflict, the governing terms and conditions shall be this Agreement.

3.   **Term and Renewal.** The initial term of this Agreement shall be for a period of **3 years** commencing on the Effective Date (the "*Initial Term*") and shall automatically renew for additional 1 year periods (each a "*Renewal Term*"), except as provided below. Unless this Agreement is terminated under Section 4 or 9 below, this Agreement will automatically renew at the expiration of the Initial Term or Renewal Term, as the case may be, unless either party gives written notice of termination of this Agreement no later than 30 days prior to the expiration of the Initial Term or Renewal Term.

4.   **Fees Payable to iDSS by Subscriber.** For access to and use of the System and all included and optional Services, as described in this Agreement, the Subscriber shall pay those Fees, in the amounts and in accordance with the payment terms (including due dates) and other terms and conditions set forth in <u>Exhibits B, C-1, C-2, and/or D</u> of this Agreement. Subscriber further agrees to pay all applicable sales, use or other similar taxes. An exemption is claimed by the Subscriber, and an exemption certificate

has been submitted to iDSS. iDSS may, in its sole discretion, increase Fees as stated in the Exhibit documents, upon renewal of the terms of the Master Services Agreement.

Notwithstanding any other provision of this Agreement, the Subscriber's obligations under this Agreement are subject to annual appropriation by the City Council of Subscriber. Any failure of a City Council annually to appropriate adequate monies to finance Subscriber's obligations under this Agreement, then this Agreement shall terminate and such then-existing appropriations are to be depleted. Notice shall be given promptly to iDSS of any failure to appropriate such adequate monies.

5.   **Travel Reimbursement**. The Subscriber will be billed and agrees to pay all pre-approved, in writing, documented travel expenses for iDSS including airfare, other transportation, hotel, and meals incurred in connection with travel to Subscriber's location(s) for training and/or any other contracted services.

6.   **Access to and Use of the System**

        a.   *Rights Granted*. Subject to the Subscriber's compliance with the terms and conditions of this Agreement and its Exhibits, including payment of Fees, iDSS grants to Subscriber during the term of this Agreement, a limited, nonexclusive, nontransferable license (without a right of sublicense) to connect to and use the System through an Internet web browser solely for Subscriber's own internal business use and operations, all in accordance with any Documentation provided to Subscriber and written acknowledged receipt of same by Subscriber and the terms of this Agreement. Subscriber acknowledges and agrees that it is Subscriber's responsibility to comply with the Documentation. If Subscriber fails to comply with the Documentation and is unable to operate the System, Subscriber is still responsible for paying iDSS all Fees.

        b.   *Restrictions*. Subscriber may not (i) rent, lease, re-license or otherwise provide access to the System or any Documentation to any unauthorized third party; (ii) use any reverse compilation, decompilation or disassembly techniques or similar methods to determine any design structure, concepts or construction method of the System or replicate the functionality of the System for any purpose; or (iii) use the System for the benefit of any unauthorized third party.

        c.   *Data Entry, Storage and Use*. The Subscriber owns the data and is responsible for ensuring that the data entered into the System is accurate and reflects Subscriber's specific requirements. All data generated by and through Subscriber's access to the System shall reside on iDSS's server and iDSS shall have the limited right to use such information solely for the purposes of this Agreement and in aggregate, non-personally identifiable form for internal business purposes, subject at all times to the Mutual Nondisclosure Agreement. At the termination of this Agreement, iDSS will release the Subscriber's data to the Subscriber at Subscriber's expense (up to $250.00), provided Subscriber is not in breach of any of the terms and conditions of the Agreement, including the payment of undisputed Fees.

7. **iDSS Responsibilities.** During the term of this Agreement, iDSS will provide:

a. *Access to Web Portal.* Subscriber shall have access to the System 24 hours per day, 7 days per week, with 98% uptime, including time for scheduled maintenance. Scheduled maintenance activity will be conducted by iDSS and iDSS will use reasonable commercial efforts to provide at least 12 hours written notice prior to any scheduled maintenance activity that impacts Subscriber access.

b. *User name and Password.* iDSS shall provide Subscriber with a unique user-name and password to allow access to and use of the System.

c. *Technical support and service.* iDSS shall provide technical support and service by telephone or through email and the Internet.

d. *Optional Professional Services.* Subject to iDSS's approval, Optional Professional Services are available upon reasonable written notice by the Subscriber at the rates prescribed in the applicable Fee Schedules. As set forth on these Fee Schedules, the Subscriber agrees to reimburse iDSS for reasonable expenses as outlined in Section 4 in connection with any professional services preapproved in writing and performed at the Subscriber's business.

8. **Subscriber Responsibilities.** During the term of this Agreement, Subscriber will:

a. Comply with the rules and regulations posted on the iDSS web site for use of the System.

b. Pay Fees when due and comply with the terms of this Agreement, its Exhibits, the Mutual Nondisclosure Agreement and any other agreements between the Subscriber and iDSS.

9. **Termination.**

a. *Termination by either party upon Breach.* iDSS or Subscriber has the right for immediate termination of this Agreement and the Services upon breach of the Agreement, including its Exhibits if such breach is not cured within 30 days of written notice of such breach.

b. *Termination by iDSS.* iDSS may terminate this Agreement and all Services immediately without notice if Subscriber fails to pay undisputed Fees when due and owing or iDSS determines that Subscriber is failing to comply with the rules and regulations as described in Section 8 above or is not in compliance with any of the material terms contained in this Agreement.

c. *Automatic Termination.* This Agreement will be terminated without further action by either party if the Subscriber has terminated or canceled its subscription to all

Systems in accordance with the terms of the applicable Fee Schedule.

10.   **Ownership Rights**. iDSS is the owner of the iDSS Intellectual Property or otherwise has the right to grant to Subscriber the license set forth in Section 6 of this Agreement without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by iDSS. iDSS retains all rights, title and interest in and to all of the iDSS Intellectual Property provided by iDSS pursuant to this Agreement. Except as expressly provided herein, Subscriber has no other rights or licenses to the iDSS Intellectual Property. All rights not expressly granted under this Agreement by iDSS are expressly reserved by iDSS. Subscriber agrees to assist iDSS in any reasonable manner and at iDSS's sole expense to obtain and enforce for iDSS's benefit patents, copyrights, trademark or other intellectual property rights in the iDSS Intellectual Property.   iDSS shall have the sole right to seek patent, copyright, trademark or other protection over any and all the iDSS Intellectual Property.

11.   **Indemnity.**

        a.   *By Subscriber.* To the extent authorized by law Subscriber shall indemnify and hold harmless iDSS and its directors, officers, employees and agents from and against any and all losses, liabilities, judgments (including legal fees and expenses), awards and costs incurred by iDSS or any third party arising out of or relating in any way to (i) the access to, or use of the System by Subscriber or its Users, or (ii) any data or content entered into the System by Subscriber or otherwise used in conjunction with the System by Subscriber which is not provided by iDSS except to the extent any such liability or cost are caused by the negligence or willful misconduct of iDSS.

        b.   *By iDSS.* iDSS agrees to indemnify and hold harmless Subscriber and its subsidiaries or affiliates under its control, and their directors, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that licensees' use or possession of the iDSS Intellectual Property, Services or System or the license granted hereunder, infringes or violates the copyright, trade secret, patent, trademark or other proprietary right of any third party.

        c.   The terms of this Section shall survive the termination of this Agreement.

12. **Limited Warranty and Remedy; Liability Limitations**.

        a.   *Limited Warranty.* The System and related Standard Reports will operate as described in the Response when Subscriber properly completes all forms required by iDSS, supplies all data required by iDSS, provides all additional information iDSS has requested and the Subscriber has input the parameters for each applicable report as described in the Documentation.   EXCEPT FOR THIS WARRANTY, iDSS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR

NONINFRINGEMENT WITH RESPECT TO THE SYSTEM. THE SYSTEM AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. iDSS MAKES NO WARRANTY THAT THE SYSTEM AND THE SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS, WILL PERFORM ALL OF THE FUNCTIONS OR CONTAINS THE FEATURES OR SERVICES OF SOFTWARE OR OTHER PROGRAMS YOU MAY HAVE PREVIOUSLY USED OR ARE NOW USING OR OTHERWISE PROVIDE ALL OF THE INFORMATION YOU MAY REQUIRE IN MANAGING YOUR BUSINESS.

         b.   *Exclusive Remedies.*   For any material breach of warranty set forth in Section 12(a) above, iDSS's entire liability and Subscriber's sole and exclusive remedy will be the correction of the problems or errors that cause the breach of warranty, or if iDSS is unable to correct such problems or errors, then Subscriber shall be entitled to a refund of the applicable Fees paid to iDSS during the period giving rise to the claim, subject to Section 12(c).

         c.   *Limitation of Liability.*   EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, iDSS SHALL NOT BE LIABLE OR RESPONSIBLE TO SUBSCRIBER OR ANY THIRD PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (i) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST REVENUES, LOSS OR INACCURACY OF DATA, DAMAGE TO SOFTWARE OR EQUIPMENT, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; OR (ii) ANY AMOUNTS IN EXCESS OF THE AGGREGATE OF THE AMOUNTS PAID TO IDSS BY SUBSCRIBER HEREUNDER DURING THE 6 MONTH PERIOD PRIOR TO THE DATE A CAUSE OF ACTION AROSE. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES AND NOTWITHSTANDING A TOTAL AND FUNDAMENTAL BREACH OF THIS AGREEMENT

13.   **Notices**.   Any notice by either party, to be effective must be sent to the address set out above in this Agreement, certified mail, return receipt requested and shall be effective upon receipt. A copy of each notice sent to Subscriber shall also be sent to the City Attorney at 250 N. 5th Street, Grand Junction, CO 81501.

14.   **Amendment.**   Amendments, modifications or other changes to this Agreement and its Exhibits must be in writing and, except for any increase to the Fees set forth on the Exhibits B, C-1, C-2, and D, signed by both parties to be effective and binding.

15.   **Confidentiality**. The terms of the Mutual Nondisclosure Agreement between the parties is incorporated into this Agreement by reference as if fully set forth herein and shall control the parties' confidentiality obligations to each other. If the parties have not entered a Mutual Nondisclosure Agreement, each party hereby agree not to disclose to any third party any information concerning the customers, trade secrets, methods,

processes or procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this Agreement, without the prior written consent of such other party or as directed by a court. The non-breaching party shall have the right to seek injunctive relief for any violation of this Section.

16.   **Governing Law.** This Agreement is governed by the internal laws of the State of Colorado without reference to its conflict of laws principles. iDSS and the Subscriber agree to resolve all disputes in the state or federal courts of Colorado and each party hereby consents to the personal and subject matter jurisdiction of any matter arising under this Agreement in Colorado courts.

17.   **Force Majeure.** iDSS is not liable for any failure or delay in fulfilling its obligations due to any causes beyond its reasonable control. In the event of any such default or delay, the date for performance of Services will be extended correspondingly.

18.   **Entire Agreement.** This Agreement, its Exhibits, the Mutual Nondisclosure Agreement, the Response and any forms, documents or other information submitted by Subscriber constitute the complete and exclusive statement of the Agreement between the Parties as to the System and the Services and the parties' mutual obligations to one another, and there are no contemporaneous agreements, understandings, conditions, warranties or representations, oral or written, express or implied, that are not merged herein or superseded by this Agreement.

19.   **Assignment.** iDSS may assign any portion of this Agreement or pledge the payments due (and the documentation supporting such payment obligations) from Subscriber under this Agreement with prior written consent of Subscriber which consent shall not be unreasonably withheld, but Subscriber shall be obligated to the assignee only to the extent of Subscriber's obligation to iDSS. Subscriber may not assign its rights nor delegate its obligations under this Agreement without the prior written consent of iDSS.

Dated: _____1 - 29 - 08_____

Internet Destination Sales System, Inc.   **Grand Junction Visitors & Convention Bureau**

By: _____   By: _____
     (signature)   (signature)

Print Name ___Melvin Tennant___   Print Name ___Shirley Nilsen, CPM, CPPB___

Its: _____CEO_____   Its: ___Senior Director___
      (title)   (title)

7

iDSS

**EXHIBIT B
FEE SCHEDULE FOR
DESTINATION MANAGEMENT SYSTEM (DMS)
FEE TERM DATES 1/1/2008 through 12/31/2010
RENEWAL DATE : 1/1/2011**

In connection with the iDSS™ Master Web-Based Software License and Master Services Agreement (the "**Master Services Agreement**") by and between Internet Destination Sales System, Inc. ("**iDSS**") and **Grand Junction Visitors & Convention Bureau** ("**Subscriber**"), the Subscriber agrees to pay the Fees set forth in this Exhibit. Capitalized terms used, but not otherwise defined, in this Exhibit shall have the meanings ascribed to such terms in the Master Services Agreement. To the extent there is a conflict between the terms of this Exhibit B and the Master Services Agreement, the terms and conditions of the Master Services Agreement shall control.

One Time Activation / Implementation Fees	*Amount of Fee*
Activation Fee (half due at time Master Service Agreement is executed, Balance after Implementation)	$ 8,000.00
On-Site Training (**does not include travel & hotel expense**)	$ 2,000.00
Data Migration – estimate 40 hours x $75.00 per hour	$ 3,000.00
Total for Activation	**$ 13,000.00**
Monthly Subscription	
Number of Years Locking in Price	**Three Years**
Monthly User Subscription Fee (up to 12 users)	$ 500.00
Partner Interface Subscription (up to 12 Partner users)	$ 50.00
Membership Module Subscription	$
Web Integration	$
SQL Database Copy	$
Total for Monthly Fees	**$ 550.00**
Fees for Additional Optional Services	
Online/Telephone Training	$ 125 per hour
Custom Reporting	$ 125 per hour
Consulting / work with staff on process and best practices	$ 125 per hour
Custom Development	$ 125 per hour

Renewal Date based on a three (3) year term

These Fees, along with iDSS's payment terms and other conditions, are described in further detail on the following pages.

1.   **Activation Fee**
      a.   *Fee Description.* This is a one-time only, nonrefundable activation fee, except for as provided in the Master Services Agreement Section 9, for the right to use the Destination Management System ("*DMS*"), licenses for staff members, configuring the DMS in preparation for Subscriber use, securing database access and information storage.
      b.   *Payment Terms.* iDSS requires a down payment of half the activation fee upon the execution of the Master Services Agreement and will invoice the remaining balance after the Go-Live Date. iDSS will not perform any work to configure, enable or otherwise activate DMS until it has received the down payment.

2.   **Subscription Fee.**
      a.   Current Term. Through payment of this fee, as selected in one, two or three year terms, the Subscriber has the right to continued use of the DMS and related software during that term period. The Subscription Fee is locked in for the term period with the exception of adding/removing Users or adding/removing optional features. See Cancellation Section 7 for applicable cancellation penalty if canceling before Term Expires. iDSS sends an invoice for this fee on a quarterly basis. The first Subscription Fee is charged for the first full month following the Implementation Date.
      b.   Renewal. Each Term shall automatically renew for additional periods of one year unless written notice is given to iDSS 30 days prior to Renewal Date. Any Price adjustments for Renewal Term will be sent to Subscriber 6 months prior to Renewal Date.

3.   **Training**
      a.   *On-Site Training.* At the Subscriber's request, iDSS will provide training to the Subscriber's staff at the Subscriber's business location, covering the features, use and other information regarding the DMS system. The Subscriber agrees to pay all pre-approved, in writing, documented travel expenses per the Master Service Agreement, Section 5-4. iDSS will charge the Subscriber the per-day training rate for all training (and travel days for international clients only).
      b.   *Online and Telephone Training.* At the Subscriber's written request, iDSS will provide additional training on the features, use and other information regarding the DMS system.
      c.   *Limitation on Training.* Each training session (whether on-site, telephone or online) is limited to 12 staff members per trainer.

4.   **Custom Features.**
      a.   Data Migration. iDSS will migrate data to the DMS from other sources, provided that the Subscriber has identified in writing, to the satisfaction of iDSS, the data source or sources to be accessed and the specific data the Subscriber wishes to migrate to the DMS and iDSS has determined if migration of the data is feasible. iDSS will not begin customized migration until receiving a signed purchase order or statement of work from Subscriber, agreeing to the price estimate and migration services to be performed by iDSS.

2

b.   *Data Updates.* iDSS will perform maintenance on a Subscriber's database to update information contained in fields in the database, provided that the Subscriber has identified in writing, to the satisfaction of iDSS, the data source or sources to be accessed and the specific data the Subscriber wishes to migrate to the DMS and iDSS has determined if migration of the data is feasible. iDSS will not begin data update(s) until receiving a signed purchase order or email from Subscriber agreeing to the price estimate and data update services to be performed by iDSS.

c.   *Custom Reporting.* iDSS offers a wide variety Standard Reports as part of the Activation Fee. However, iDSS may prepare customized reports if the Subscriber so elects. iDSS will not begin preparing customized reports until receiving (a) a signed purchase order or email from Subscriber, requesting a specific report and describing the specifications, parameters and other relevant information relating to the report needed, and sending (b) written acknowledgment by iDSS that it will prepare the requested reports.

d.   *Custom Development.* Certain features of the DMS may be customized to a Subscriber's specifications, if the Subscriber so elects. If the requested feature is capable of customization, iDSS will not begin customizing the feature until receiving (a) receipt of a signed purchase order or email from Subscriber, requesting the feature and describing the specifications, parameters and other relevant information relating to the feature, and sending (b) written acknowledgment by iDSS that it will customize the DMS as requested.

5.   **Database Service.**   There are two methods for Clients to access the data:

a.   *Web Integration.*   Subscriber will access data via iDSS SOAP (Simple Object Access Protocol) web services. SOAP is a platform and language independent XML-based communication protocol to exchange data via the internet through HTTP. iDSS SOAP web services will allow the Subscriber access to certain critical data for display on a website or consumption within a third party application.

b.   *SQL Database Copy.* iDSS will publish a copy of the SQL database for the Subscriber to a secure location. The database file can be retrieved and restored to the Subscriber's local SQL database server or Subscriber can connect to iDSS SQL database. Manipulation or transformation of data can be performed from there for reporting or other third party applications. This database is a read-only copy.

6.   **General Payment Terms.** All invoices are due within 30 days of receipt. Interest will be charged on all undisputed Fees that are not paid when due at a rate of lower of 1.5% per month or the highest rate allowed by law.

7.   **Cancellation of Services.** So long as the Master Services Agreement has not been terminated, iDSS will provide the Services stated. Each Term shall automatically renew for additional periods of one year, except the Subscriber may terminate the Services prior to the expiration of any Term by giving iDSS 30 days' written notice. During the first 6 months of the Initial term, Subscriber may cancel the Agreement and forfeit the Activation fees and all other fees due to that point. After initial 6 months, the Subscriber would also pay a fee equal to the Subscription Fee for 12 months or the remainder of the term whichever is less; multiplied by fifty percent (50%).

The undersigned Subscriber acknowledges the Fees set forth above and agrees to and accepts these terms and conditions in connection with the Destination Management System.

SUBSCRIBER – Grand Junction Visitors & Convention Bureau

Shirley Nilsen, C.P.m., CPPB
Subscriber Name (Please Print Name)

Senior Buyer
Title

Shirley Nilsen, C.P.m., CPPB
Signature

_1·29·08_
Date

iDSS

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT ("Agreement") is entered into on and effective **January 1, 2008** (the "***Effective Date***") by and between Internet Destination Sales System, Inc. ("***iDSS***"), with its principal place of business located at 250 Marquette Avenue South, Minneapolis, Minnesota, 55401, and **Grand Junction Visitors & Convention Bureau ("*Client*")** and, together with iDSS, (the "***Parties***"), with its principal place of business located at 740 Horizon Drive, Grand Junction, CO 81506, with reference to the following facts:

      A.   The Parties have requested certain information regarding each other in connection with evaluating the feasibility of possible business arrangements between them.

      B.   The Parties acknowledge the confidential and proprietary nature of the materials to be furnished.

      C.   The Parties are willing to disclose such confidential and proprietary information to each other provided that each Party agrees to hold and keep such information as confidential and to not use the information for any purpose other than evaluating a potential business arrangement.

      NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. *Confidential Material*

      Each Party agrees that all information relating to the other that is known to be confidential or proprietary, or which is clearly marked as such, and is furnished to it or to its officers, employees, or agents (collectively, the "***Receiving Party***") by the other party ("***Disclosing Party***"), whether written or delivered, visually or orally, will be deemed to be confidential information ("***Confidential Material***"). Confidential Material does not include information that (a) was previously in the possession of the Receiving Party and not the subject of another confidentiality agreement, (b) becomes generally available to the public as a result of a disclosure by a source other than the Receiving Party, or (c) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its advisors, provided that the Receiving Party reasonably believes that such source is not bound by a confidentiality agreement with respect to such information.

2. *Restrictions on Use and Nondisclosure.*

The Receiving Party agrees and covenants as follows:

      a.   *Ownership.* All Confidential Material furnished or disclosed to the Receiving Party is and shall be considered for all purposes to be the

property of the Disclosing Party, and the Receiving Party shall have no right, title or interest in or to any of the Confidential Material.

b. *Disclosure.* The Receiving Party shall keep all Confidential Material strictly confidential and shall not disclose, give or describe any part or all of the Confidential Material to others for any reason whatsoever without the express written consent of the Disclosing Party or as directed by a court. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Material to any representative or agent of the Receiving Party (collectively, the "***Receiving Party's Representatives***") for the sole purpose of evaluating the potential business arrangement between the Parties, provided that such Receiving Party's Representatives agree to be bound by the terms of this Agreement. The Receiving Party shall take all measures reasonably necessary or desirable to insure that the Confidential Material remains confidential and is not, whether intentionally or unintentionally, disclosed to or seen, used or obtained by any third party. Confidential Material may not be published or reproduced in any fashion.

c. *Use.* The Receiving Party shall use the Confidential Material only for, and in the course of, business discussions relating to a possible business arrangement and in connection with any business arrangement subsequently entered with the Disclosing Party and for no other purpose.

d. *Return of Confidential Material.* Notwithstanding anything contained in this Agreement, the Receiving Party shall return the Confidential Material (regardless of the form in which such information was disclosed), including all compilations, copies, notes, summaries or abstracts of such Confidential Material, and will erase from computer storage (including all related or peripheral storage devices) any and all images, compilations, copies, summaries or abstracts of such Confidential Material to the Disclosing Party immediately upon termination pursuant to Section 2(e) below or upon request of the Disclosing Party, whichever occurs first.

e. *Duration.* Unless extended by mutual agreement of the Parties, this Mutual NDA shall terminate with the termination of the Master Web-based Software License and Services Agreement (contract), if the parties decide to enter into this Agreement.

3. ***Remedies***

In the event that the Receiving Party or any of the Receiving Party's Representatives disseminate or release any Confidential Material except as provided in Section 2 above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all

Confidential Material previously provided to Receiving Party. Each of the Parties agrees that because of the unique nature of the Confidential Material, the Disclosing Party would suffer irreparable damage in the event of a breach of this Agreement. Accordingly, each Party expressly agrees that the Disclosing Party will be entitled to injunctive and/or other equitable relief, including, but not limited to, specific performance, and hereby waives the right to any bond in connection therewith. The provisions of this paragraph do not alter or affect any other legal rights or remedies the Disclosing Party may have under this Agreement or applicable federal or state law.

4.   **Scope of Agreement.**

Neither execution nor performance of this Agreement shall require or obligate either Party to enter into or continue a Master Services Agreement or any other agreement, including any joint venture or representation or consulting agreement relating to the other party. Nothing herein shall be construed as granting the Receiving Party or any other party any license or any other right, title or interest in or to the Confidential Material.

5.   **Miscellaneous Provisions.**

    a.   *Amendment.* No amendment of this Agreement shall be binding upon the Parties unless made in writing and duly signed by all Parties.

    b.   *Waiver.* Failure by any Party to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or its rights thereafter to enforce such provision or any other provision.

    c.   *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof as of the date of this Agreement and supersedes all previous understandings, representations, proposals, and discussions, whether oral or written, between the parties concerning the subject matter hereof.

    d.   *Construction.* Wherever possible each provision of the Agreement and each related document shall be interpreted in such manner as to be effective and valid under applicable law, and if any provision of this Agreement or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or such related documents.

    e.   *Governing Law.* This Agreement shall be interpreted and enforced pursuant to the internal laws of the State of Colorado without reference to its conflict of law principles.

f. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the Effective Date.

INTERNET DESTINATION SALES SYSTEM, INC.

By: _____ (signature)

Its: _____CEO_____ (title)

GRAND JUNCTION VISITORS & CONVENTION BUREAU

By: _____ (signature)

Its: _____Senior Manager_____ (title)

iDSS

Internet Destination Sales System

Destination Management System

November 15, 2007

Pricing Proposal for:

Grand Junction Visitors & Convention Bureau

Submitted By:

Peter Hedlund
Executive Vice President Sales
iDSS – Destination Management System
250 Marquette Avenue South, Suite 1330
Minneapolis, MN 55401 USA
612.767.7820
phedlund@idss.com

Karen Reis
Sales & Product Implementation
iDSS – Destination Management System
250 Marquette Avenue South, Suite 1330
Minneapolis, MN 55401 USA
612.767.7814
kreis@idss.com

Visit Us At www.idss.com

Pricing and Timeline

PRICING:

Activation Fee: **$15,000 ($12,000 if contracted by 1/15/08)**
Half of the Activation is due with initial contract and the balance is due immediately following product implementation.

Monthly Subscription: $ 600.00 per month for DMS user fees (13-16 Users)
$ 150.00 per month for Partner Interface
$ 750.00 per month
This price is locked in for 3 years with the exception of adding additional users and/or additional products. The User Fees are invoiced quarterly.

Training Fee: 4 days on-site x 1 trainer x $500 per day = $2,000 **
Training will be invoiced following implementation.

Data Migration Fee: Estimate 40 Hours x $75 per hour = $3,000
Migration time is invoiced following migration. This is an estimate and it can change up or down depending on the data. The Client is involved in every step of the migration to help qualify and prioritize what gets done in the 40 hours.

** - Plus hotel and travel expense. The Client can make hotel arrangements for the trainers or iDSS can make arrangements and bill back to the Client. iDSS will inform the Client of travel expense prior to arrangements.

TENTATIVE TIMELINE:

November 2007	Proposal submitted
30-60 days after Proposal	Contract Finalized
30-90 days after Contract	Data Migration (timing depends on data migration details) Configuration of User defined fields, dropdown lists and User roles defining reporting requirements and configurations.
	Final online sessions with each department to test migration. On-site Training

General Information,
iDSS Philosophy and Support

GENERAL INFORMATION:
iDSS was established in January of 2004 with headquarters located in Minneapolis, MN. iDSS is legally formed as a Minnesota corporation.

The core of iDSS' business consists of a series of web-based ASP (Application Service Provider) applications that are specifically designed to manage data and contact management information for all areas of work flow, including: *Convention Sales, Tourism Sales, Services, Partner (Membership) , and Visitor Services.* For smaller destination marketing organizations, these functionalities can be made available as separate modules as needed.

Our core mission is to provide a web-based destination management system for the global travel, meeting and event industry. iDSS is committed to excellence, customer service and state-of-the-art data management systems so that our clients may operate profitably, efficiently and generate additional revenue.

iDSS PHILOSOPHY:
To maximize a long-term, business-driven relationship with our Clients, iDSS has one basic philosophy; the key to the ongoing success of our software solution is the ability to grow and change as technology opens new levels of functionality. The iDSS team of experts has been committed to this process from the very beginning by employing staff who have the background experience and knowledge of the hospitality industry.

The iDSS software series was developed completely on the Microsoft® .NET platform, utilizing all of the latest Microsoft® development tools, and most importantly, designed based on input from all of iDSS' existing U.S. and International destination partners.

We have developed a most comprehensive web-based solution in the industry by assembling input from all of our customers, large and small, making it a universal solution for all destinations.

TECHNICAL SUPPORT:
Our Support Team of courteous and knowledgeable personnel are available during the business day to answer routine questions and any issues during evening or weekend hours can be escalated to a priority support team. These specialists are able to effectively identify what resources are necessary to handle a problem, and escalate, if necessary, to the appropriate technical resource and work together until the issue is resolved.

Policies regarding Training Upgrades, Data and Security

TRAINING:
In addition to support, our training packages are custom designed for each Client based on the number of people to be trained and how many area's of the application will be used. We offer on-site training for new implementations, and a web-based training option for follow up trainings.

SYSTEM UPGRADES:
Since the iDSS series is based on the ASP platform, our destination management system provides a distinct advantage over many competitors in our ability to quickly roll out enhancements, modifications and improvements. Clients receive upgrades and enhancements in regularly scheduled, quarterly product updates at no charge. All other iDSS clients will receive this same information simultaneously.

OWNERSHIP OF DATA:
In the terms of the iDSS Purchase Agreement, all data is owned by the Client and is available to them at any time. If at a future time, the Client chooses to change software applications, iDSS will assist with that conversion process at iDSS' standard time and materials rate.

WEB INTEGRATION:
iDSS is a web-based ASP application that is based entirely on the Windows®Server 2003 server operating system. In addition, the database platform that supports the iDSS application is SQL Server 2000.

We offer several standard web-services that give the Client access to their data and can be consumed by their website to provide real time data from iDSS. Custom web-services can also be developed and billed separately based on requirements provided by the Client.

HOSTING & DATABASE SECURITY:
The iDSS redundant infrastructure is hosted in the US Internet Data Center facilities, located in Minnetonka, Minnesota. Using leveraging technologies from leading industry vendors such as Cisco, Dell and F5 Networks we are able to provide 98% availability of all services provided by the load-balanced hardware infrastructure.

All US Internet services are monitored 24-hours a day, 7-days a week, 365 days a year by trained personnel. Escalation procedures are in place to ensure highest availability of key personnel. Physical access to the data center is controlled by pass-code, biometric scanner, physical access and dual entry system with secondary caged checkpoint.

iDSS uses a monitoring platform to proactively determine and prevent potential intrusion or denial of service attacks. These methods used in conjunction with US Internet's Security Team provide the highest level of security for iDSS clients and customers.

Destination Management System (DMS) Highlights

ACCOUNT/CONTACT MANAGEMENT:

- Configure your own Account Types
- An Account can be multiple Account types helping to eliminate duplicate accounts
- Contacts can be shared between Accounts, no duplicated Contacts
- Accounts can have unlimited Contacts
- Tasks can be added at the Contact or Account level and appear on your home page when they are due
- You can assign Tasks to others in the organization, and Tasks can be assigned to a group of people
- DMS has a Merge Utility (dedupe function) to combine duplicate Accounts or Contacts that merge or were entered in error.

CONVENTION/MEETING SALES:

- Provides hotels access to leads, updates, definite bookings and cancellations through the Partner Interface (PI). This eliminates faxes, email and paper documents, however email distribution is also available if this is the preferred choice.
- As hotel staff log into iDSS, their task list reminds them of when information is due back to the bureau reducing turn-around time and duplicate follow-up.
- Hotel sales staffs are able to respond directly to the account file electronically with proposed room blocks and rates.
- Staff can immediately determine which hotels have responded to new business opportunities and contact those not responding in a timely manner.
- Sales staff and Services are able to create multiple site inspections and familiarization tour itineraries right in the associated account file.
- Staff can manage expenses associated with a solicitation effort along with in-kind contributions from industry partners and future promises impacting expense budgets within each account file.
- Search database using standard query features & advanced search. Merge directly to labels, faxes or email lists.

CONVENTION/MEETING SERVICES:

- Convention Services and Convention Sales functionality are literally one program providing access to the most accurate contact and event history without any duplicate data entry.
- Traces timelines, follow-up and schedule of services, including registration, automatic traces for future activity and to multiple staff members, site visits, pre-promotes and much more.
- Provides complete history of hotel room activity from original confirmation to the contracted room block at the time of housing to the final pick up.
- Final group hotel room pick-up numbers can be populated in the bureau file by the participating hotels via the Partner Interface.
- Currently working with DMAI on electronic export of post event data with the Destination Marketing Association International MINT System.

TOURISM SALES:

- Capture and manage all tour inquiries to assist hotels during periods of low occupancy.
- Provides hotels access to leads, updates, definite bookings and cancellations through the Partner Interface (PI). This eliminates faxes, email and paper documents, however email is also available if it's the preferred choice.
- Tracks all member venues visited during fam tours and records them in the membership (Partner) file.
- Track FIT production numbers and allow for hotel reporting electronically.

VISITOR CENTER MANAGEMENT:

- Track Individual Inquiries from walk-ins, phone calls, or emails and report on where the Inquiries are being originated
- Provides the ability to launch sales promotions directly to potential visitors in a geographic area or joined as part of a special interest group.
- Generate Mailing labels for fulfilling brochure or information requests
- Manages future telemarketing campaigns – potential client lists are electronically added to the system and a telemarketing staff can access the system from home or in the office, make the appropriate calls, determine the next steps including promoting to a full account status.

MEMBERSHIP/PARTNERSHIP:

- iDSS creates total functionality in, including maintenance of contact information, renewal invoicing, dues management, generation of partner communications, tracking sponsorships, and attendance at events.
- All business opportunities presented to partners are automatically recorded in the partners file for easy reference during the renewal process.
- Tracks electronically all in-kind contributions from partners generating future reports to be shared with Board Members, City Government and other local leaders.
- Allows for adjustments to partner accounts, combining and tracking billing cycles and payments.
- Integration options with Client accounting software, eliminating duplicate entries.
- Generate quickly and effectively online or offline publications.
- Creates invoices, track payments and produce customized reports.
- System has a built-in expense account program where entertainment expenses by staff in partner facilities will be recorded in their partner record electronically.
- Integration options for partnership account and directory information with Client web site.

REPORTS
Over 100 Standard reports, listed are a few of the most used reports:
- Monthly sales reports for Convention and Tourism sales that include leads generated, definite bookings and total room nights for both tentative and definite, and year to date progress toward goals.
- Event Calendar for any selected date pattern and year.
- Lost business by selected time period with the reason for loss.
- Traces by sales people including details of each trace call.
- Results of all bookings including hotel selected and economic impact.
- Report all activity with any industry partner (leads, definite business, lost business, updates, etc.)
- Lead report(s) to area attractions for any selected report period.
- Lead report to partner offices of tourism for any selected time period.
- All revenue reports for membership including past due accounts by time period.
- Monthly and quarterly reports to the city or county.
- Pace report for future hotel activity both definite and tentative.
- In addition, new reports can be created through the use of our iDSS Query capability and by searching all system fields as well through Crystal Reports. Should you require assistance to create more complicated/unique reports for their own unique use only, iDSS technical assistance is available for a nominal fee. All reports can be exported to both MS Word and Excel. A complete list of all core reports is included in a Purchase Agreement.

PARTNER INTERFACE:
- On-line Lead distribution and responses from Partners on-line!
- Bureau documents will not be accidentally filtered out by spam protection.
- Bureau sales staff can generate new leads much faster than in the past from literally anywhere they have internet access including a trade show floor or client office.
- Bureau determines which partners will receive an email prompt that they have a new lead opportunity.
- Communications between hotel and bureau sales staff remain a permanent record within the account event file.
- Tool for prompting Partners if Leads have not been responded to by Due Date.
- Partners can attach their Proposals to the on-line response so the Bureau can view this and it remains part of the permanent record, not in outlook attachments or someone's hard drive.

Confidential
iDSS Pricing Template for DMS Contracts

Renewal or New:	New
Account Name:	Grand Junction CVB
City:	
Sales Person:	Peter Hedlund
Contract Date:	Dec 2007
Number of Users:	15
Number of Years Client wants to Lock Pricing:	3

DMS Activation for New Contracts		Total	With Contract	Balance at Implementation	X
01 - 05 Users		5,000.00	2,500.00	2,500.00	
06 - 10 Users		10,000.00	5,000.00	5,000.00	
11 - 15 Users		15,000.00	7,500.00	7,500.00	X
16 - 20 Users		20,000.00	10,000.00	10,000.00	
21+		30,000.00	15,000.00	15,000.00	
DMS Subscriptions	Per User	Annual	Quarterly	Monthly	
DMS Subscriptions -> 01-04 User Subscription	75.00	3,600.00	900.00	300.00	
DMS Subscriptions -> 05-08 User Subscription	50.00	4,800.00	1,200.00	400.00	
DMS Subscriptions -> 09-12 User Subscription	41.67	6,000.00	1,500.00	500.00	
DMS Subscriptions -> 13-16 User Subscription	37.50	8,400.00	2,100.00	600.00	X
DMS Subscriptions -> 17-20 User Subscription	35.00	10,200.00	2,550.00	700.00	
DMS Subscriptions -> 21-25 User Subscription	32.00	12,000.00	3,000.00	800.00	
DMS Subscriptions -> 26-30 User Subscription	30.00	13,200.00	3,300.00	900.00	
DMS Subscriptions -> 31-35 User Subscription	28.57	14,400.00	3,600.00	1,000.00	
DMS Subscriptions -> 36-40 User Subscription	27.50	15,600.00	3,900.00	1,100.00	
DMS Subscriptions -> 41-50 User Subscription	26.00	15,600.00	3,900.00	1,300.00	
DMS Subscriptions -> 51-60 User Subscription	25.00	18,000.00	4,500.00	1,500.00	
DMS Subscriptions -> 61 + User Subscription		19,200.00	4,800.00	1,600.00	
Partner Interface Subscription **		Annual	Quarterly	Monthly	
Partner Interface -> 1 -12 Partners		600.00	150.00	50.00	
Partner Interface -> 13-25 Partners		1,200.00	300.00	100.00	
Partner Interface -> 26-40 Partners		1,500.00	375.00	125.00	
Partner Interface -> 41-60 Partners		1,800.00	450.00	150.00	X
Partner Interface -> 61-80 Partners		2,100.00	525.00	175.00	
Partner Interface -> 81-100 Partners		2,400.00	600.00	200.00	
Partner Interface -> 101-150 Partners		2,700.00	675.00	225.00	
Partner Interface -> 151-200 Partners		3,000.00	750.00	250.00	
Partner Interface -> 201-250 Partners		3,600.00	900.00	300.00	
Partner Interface -> 251+ Partners		4,200.00	1,050.00	350.00	
Ala Carte Options		Annual	Quarterly	Monthly	
Membership Module		600.00	150.00	50.00	?
SQL Database Copy Monthly Fee		300.00	75.00	25.00	?
Special Items :					

Total Monthly Fee   **$750**

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/3/2007

PRODUCER (651)227-8405, Fax(651)227-0507	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	

T. C. Field & Company
530 North Robert Street
P.O. Box 64016
St. Paul MN 55164

INSURED	INSURERS AFFORDING COVERAGE	NAIC #
Internet Destination Sales System, Inc.	INSURER A: Federal Insurance Company	
250 Marquette Ave. South	INSURER B: Hartford (Prop/Casualty)	
Suite 1330	INSURER C:	
Minneapolis MN 55401	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	35834753	04/01/2007	04/01/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A		**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	0673525732	04/01/2007	04/01/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	$ $ $
A		**EXCESS/UMBRELLA LIABILITY** X OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION $	79823700	04/01/2007	04/01/2008	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $ $
B		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	41WECKG4848	02/17/2007	02/17/2008	Y WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

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CERTIFICATE HOLDER	CANCELLATION
Proof of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. **AUTHORIZED REPRESENTATIVE** Michele VanReese /MILLER

ACORD 25 (2001/08)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Grand Junction

COLORADO

REQUEST FOR PROPOSALS

RFP-2466-07-SN

Destination Management/Customer Relations Management/Sales Software

City of Grand Junction, Colorado

RESPONSES DUE: November 19, 2007 at 2:00 P.M. (Mountain Standard Time)

Purchasing Representative:
Shirley Nilsen, C.P.M., CPPB
Senior Buyer
Phone: (970) 244-1535
Fax: (970) 244-1427
shirleyn@gjcity.org

Issue Date: November 8, 2007

This document has been developed specifically for soliciting proposals for providing a Destination Management Software System on behalf of the City of Grand Junction Visitor and Convention Bureau. All Offeror's are urged to thoroughly review this RFP prior to submitting a response. Submittal by FAX IS NOT ACCEPTABLE for this solicitation.

TABLE OF CONTENT

SECTION 1: INTRODUCTION

The City of Grand Junction's Purchasing Department representing the Visitor and Convention Bureau (VCB) is soliciting proposals for a Destination Management/Customer Relations/Sales Software. The mission of this project is to identify and select a supplier capable of providing and implementing a commercial software solution to replace the sales/customer management Access data base that was custom designed by the City's Information Systems Department. Preferred solutions shall allow the VCB Sales Staff to more efficiently handle prospects and clients, maximize the ability to access information through drilldown capabilities and report writing ease, utilize user-friendly technology, and make access available to staff at any time and from any location. VCB has one satellite employee.

This RFP is intended to provide the basis for the specifications, delivery and installation of a fully functional Customer Relationship Management (CRM) Sales Software. (Refer to Section 3, Item 3.2 for a list of system requirements).

Offeror must demonstrate successful performance on installations of a similar nature as that requested by the City. In addition to your response to this RFP, please prepare a complete statement of qualifications that accurately represents your company. A straightforward and concise delineation of your company's capabilities in meeting the requirements contained herein is required. Your response should include any and all information necessary for the City to evaluate the technical capabilities of your company.

Preliminary research indicates that the City should be able to procure the desired software and services for an initial investment of around $25,000.00. Funding estimates are provided to help potential offerors determine their interest in this project but are not intended to be representations of available funding, budget, or limits. The City reserves the right to acquire any system deemed to be in its best interest.

SECTION 2: BACKGROUND

The City of Grand Junction is located in Mesa County, Colorado on the western slope of the Rockies, midway between Denver, Colorado and Salt Lake City, Utah. Grand Junction is a full service City operating under a Council-City Manager structure. It is the County Seat and is the largest city on the western slope of Colorado with a population of approximately 53,000 people.

The mission of City of Grand Junction VCB is to market and sell Grand Junction, statewide, regionally, nationally and internationally to business and leisure visitors as a convention/meetings and tourist/travel destination.

To achieve the goal of soliciting and servicing the Colorado Western Slope VCB partners with 44 hotels, motels, bed and breakfast/inns, RV Parks and Campgrounds.

VCB currently employs nine total staff, five are in Group Sales, consisting of Tour/Travel and Meetings/Convention (**one satellite office sales person**).

The primary reasons for seeking a new Destination Management/Customer Relations/Sales system include, but are not limited to:

- A system that shall be accessible to staff at any time and from any location. This would allow employees at tradeshows or other out of town trips to access and keep in touch with clients and requests. It would also allow employees to access the system from home or other areas as needed.

- A system that is easy to use, allows point-and-click drill down inquiries from summary source documents, includes personalized navigation, and allows for easy access to all screens.

- A system that shall be capable of handling an event calendar; leisure traveler inquiries; group sales activities; and permission-based e-mail marketing. The software is intended to be a comprehensive CRM package for use by the entire organization.

- A system that shall interface "seamlessly" with our current website design. Data must be directly interchanged into and from the CRM system through VCB's existing web applications. API capability (application program interface) is critical.

- A system in which e-mail marketing shall be integral and must allow for easy selection of recipients from any class of customer/client/prospect. The system must allow for attachment of documents (MS Word, Excel, PDF, any other). E-mail must allow for inclusion of HTML and text for customized appearance.

- The software package shall have lead generation capabilities, allowing lead to be sent via e-mail to selected recipients. Also, a specialized module for group leads processing would be desirable.

- The software package shall be capable of tracking events, convention and group tour bookings, and lost business.

- The system shall have the capability to track salesperson activities and productivity through specialized reports. Such reports shall include end of month/end of quarter/end of year activity/productivity (including numbers for both the period only and the year to date), totals by state, country, and/or by specified market. All reports must be capable of rolling up to comprehensive totals for the entire sales staff and organization.

- A system that shall allow for general use by non-sales employees using the system for contact management.

- A system that shall be capable of generating and processing standard sales and employee activities: action steps, task lists, traces, diary entries, etc.

- The system shall use a single database for storage of data.

- The system shall incorporate security features to protect personal data transmitted.

- The system, if an Application Service Provider based, shall provide backup data and server provisions at multiple locations.

- The option to add additional integrated modules in the future that VCB may implement.

SECTION 3: SCOPE OF WORK

3.1 It is the intent and purpose of this solicitation to detail and outline the terms and conditions under which a successful Supplier shall provide to the City a best-of-breed destination/customer relations/sales management system including installation assistance, system integration, data conversion assistance, staff training, system maintenance, and system support. All interested suppliers waive any right to claim damages of any nature whatsoever, based upon the selection process. Interested suppliers who submit proposals that do not follow the instructions or do not provide the information requested within the RFP may be subject to immediate rejection. All proposals submitted shall be complete with pricing guaranteed for the term of the contract including extensions. The term of the contract is one (1) year with optional unlimited one-year extensions at the sole discretion of the City.

3.2 The City defines its fully functional system requirements to include the complete system and report writer requirements noted herein.

- **Convention Sales**
- **Tour and Travel Sales**
- **Convention Services**
- **Public Relations**
- **Visitor Inquiry**
- **Industry Partners (optional)**
- **Convention Center (optional)**
- **Room Availability (optional)**

3.3 The system solution must be flexible and have the ability to accurately and effectively interact with current and future ancillary transaction and reporting systems as defined in Section No. 4, Interfaces.

3.4 The system must be able to be implemented in modules and stages, if desired by the City, to maximize the availability of the City resources while maintaining sales and marketing operations in support of the City's mission.

3.5 The Business processes that VCB would like to improve upon include:

- Simplifying the workflow
- Expand on reporting capabilities
- Integration with Novell GroupWise
- Prevent duplication
- Access via handheld devices

3.6 It is the intent of the City to purchase an off-the-shelf system with a proven track record in the Convention and Visitors Bureau sector. Systems requiring no coding modifications will

be highly valued because they will insure the City's ability to upgrade to new releases with a minimum of effort.

SECTION 4: INTERFACES

In the current processing environment, the City's systems share data using a variety of mechanisms. A list of these interfaces is included below.

4.1 Excel® Spreadsheets
- Mass Data Entry Input
- Printing and Graphics Output

4.2 Desired System Interfaces
- GroupWise E-Mail System – Novell
- Internet Service Provider (Miles Media) that maintains VCB's website. **Proposals shall include any experience interfacing with Miles Media.**
- **EBMS** Event Management Tracking Software Interface (Two Way) (Optional)

4.3 All bidders should be able to effectively interface with these systems and will be expected as part of their proposal to demonstrate how they have successfully interfaced with similar systems and platforms and provide the City with a basic interface file structure.

4.4 **Data Conversion:** The new system must be able to provide for historical reporting as well as historical comparisons. Therefore, certain historical data will need to be converted, e.g., Client history. Data conversion requirements will be developed during the detailed analysis phase of the implementation. VCB's current system was implemented in 1992 and contains data from that period. Proposals shall provide pricing to allow for customization.

4.5 **Records Management:** The new system shall provide a records management functionality to allow VCB to comply with the City's responsibility to preserve historical records.

4.6 **Business Card Scanner**

SECTION 5: RFP TIMETABLE

5.1 The following projected timetable should be used as a working guide for planning. The City reserves the right to adjust this timetable as required during the course of the RFP solicitation process.

- Request for Proposals Available   November 8, 2007
- Last Day of Questions Accepted   November 15, 2007
- Last Day to Submit Proposals (2:00pm)   November 19, 2007
- Ranking and Selection of Supplier   November 27, 2007
- On-site Software Demonstrations   December 4, 5,6, 2007
- Contract Negotiations Begin   December 11, 2007
- City Contract Approval   December 19, 2007
- Contract Begins   ASAP
- Estimated Implementation Begin   1st Quarter, 2008

SECTION 6: SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

Include in your response the following items. In your response, please reference the section and item number. Please do not send preprinted literature (except financial statement) in lieu of a written response. All information, including pre-printed literature, should be submitted in electronic as well as printed format.

6.1 Company history, including:

6.1.1 How many years has your company actively provided automated data processing systems to Convention and Visitor Bureaus?

6.1.2 How many people does your company employ?

6.1.3 The proposed software is installed at how many sites?

6.1.4 Experience with the system described in the project scope.

6.1.5 Provide your Company's Dunn and Bradstreet's or Standard & Poor's financial rating.

6.2 Percentage of clients in the local governmental sector

6.2.1 A list of ten (10) clients ranging from small to large in size where the system is currently in production use. (Include size and type of installations and contact information.)

6.2.2 List all clients in Colorado.

6.3 References from three (3) CVB's similar in budget (1.5 – 2 million) which have used the system for at least two years and experienced your installation and support services (Include contact names and phone numbers.)

6.4 Disclose past and pending litigation involving customers who have purchased hardware and installation services from your firm.

6.5 The name of the company representative(s) responsible for providing additional information if requested by the City.

6.6 Implementation Team names and experience with regards to the system.

SECTION 7: PROJECT IMPLEMENTATION/SUPPLIER SCHEDULE

7.1 Offeror's are required to provide a detailed training, and implementation schedule.

7.2 The supplier shall submit with their proposal a schedule and an implementation plan that shows the order and dates in which the supplier proposes to carry out the work

SECTION 8: FUNCTIONAL REQUIREMENTS

The functional requirements are in an Excel format found in this E-mail as the Functional Requirements attachment. Please submit one (1) original and one (1) hard copy (refer to Section No. 28 Proposal Requirements) and one (1) electronic copy in an Excel format on a CD. Enter the appropriate codes found at the beginning of the attachment. Proposals received without the RFP Function Requirements will be considered as non-responsive.

SECTION 9: CITY TECHNICAL STANDARDS

9.1 City Workstation Standards

Hardware Standards
Workstations Recommended Standard
    Intel C & D
    16X DVD
    1 GB RAM
    80 GB Hard Drive
    19" Monitor (LCD)
    10/100/1000 Ethernet Card
    USB Optical Mouse
    NO Floppy Disk Drive
Workstations Minimum Supported
    Intel P4
    10/100 Ethernet Card (Networked workstation)
    1 GB RAM
    70 GB Hard Drive
    17" Monitor (LCD)
    CD ROM
Printers Recommended Standard and Supported
    HP LaserJet
    HP DeskJet
    Xerox Copier/Printer
    Lanier Copier/Printer

Software Standards
    Microsoft Windows XP Professional SP2
    Microsoft Office 2003
    Microsoft Internet Explorer v6.0 SP 1 & v 7
    GroupWise 7.X ®
    Adobe Acrobat Reader 7 or current
    Patchlink agent (required)
    Webroot®
    Sun Java plug-in
    Macromedia Flash plug-in
    ZENWork Asset Management Agent ®
    Legacy Software Supported
        Microsoft Windows 2000 Professional Service Pack 4 (unsupported before mid 2008)

9.2 Network Overview

9.2.1 Local Area Network (LAN) Environment; The City provides network connectivity to approximately 600 users using Netware 6.5 and Novell Client

4.9 in a mixed environment including Netware, Microsoft Windows, Linux and Unix servers. Novell ZENworks, including Patch Management, is used to manage 200 different applications across the network.

9.2.2 Wide Area Network (WAN) Environment: The City's Backbone is comprised of a Fiber Optic cable and 15 T-1 lines and a DS-3 connecting the City WAN which will provide both data and voice communications traffic to the City's facilities. The Fiber backbone uses a combination of Cisco 2621 and 2821 routers to connect the 7 facilities. The Qwest leased DS-3 service located at City Hall use Adtran Atlas 890 routers while the Qwest leased T-1 lines use either an Adtran Atlas 550 or an Adtran TA 850 RCU.

9.2.3 There will be one remote user of the system. They will need access via the web, VPN, or terminal server.

9.2.4 Login authentication occurs through the existing Netware login via Novell's NDS for NT service.

9.2.5 Workstation User Configuration: The workstations are used in a variety of ways:

    9.2.5.1   One user on a single dedicated workstation with a unique login.
    9.2.5.2   Multiple users on a single dedicated workstation with unique logins.
    9.2.5.3   Multiple users on multiple dedicated workstations with unique logins.

9.2.6 Systems Integration: The successful respondent receiving the award of this RFP shall be required to collaborate with the City's systems integration consultant team on the overall architecture requirements and systems integration assessment for the City systems integration analysis.

SECTION 10: DETAILED SPECIFICATIONS

10.1 **Technical Specifications.** All of the following features are considered to be important elements of the system the City is seeking; however, the City retains the prerogative to consider proposals that may not contain each and every feature listed. (The information below is to be provided as per Section No. 28 Proposal Requirements Part No. 3 of the supplier's submission). Features that are unavailable shall be so noted in Part 3 of the submission proposal.

10.2 Provide information about the solution's ease of use, including data addition and modification, by authorized City employees.

10.3 Provide information regarding security features which prevent non-authorized individuals from accessing, viewing, adding, deleting, or modifying the data. Include a

comprehensive security strategy for the solution, including, as appropriate, but not limited to:

- Password expiration and renewal

- User profiles

- Network accessibility

- Encryption

- Electronic transaction certification authorization

10.4 Provide information about the solution's volume capacities regarding data storage and transaction processing.

Integration, Data Sharing, And Reporting

10.5 Provide information indicating Internet browser compatibility as well as database compatibility and the solution's ability to handle data imports and exports, including file formats. Provide information regarding the solution's reporting capabilities.

10.6 Identify all standard reports included with the solution. Identify any report writers or tools easily used to create customized reports. Include costs for recommended report writer or tools with the proposal, if these are separate from the solution.

      10.6.1 Provide samples of sales activity reports.
      10.6.2 Include a list of automatic reports. Specifically Sales Lead source and Room availability

Workflow

10.7 Provide information about the solution's ability to route documents electronically to specified users for edit and approval. Describe the process necessary to change the business rules controlling this routing.

10.8 Provide information about the solution's ability to integrate with Novell GroupWise E-Mail.

10.9 Provide information about the solution's ability to interface/integrate with our website developed and maintained by Miles Media.

System Requirements

10.10 Provide information about the solution's operating environment. Include an explanation of the following:

10.10.1   What is your recommended network configuration?

10.10.2   What are your server requirements and configurations?

10.10.3   What are your client requirements and configurations?

10.10.4   What platforms (e.g. Windows, Novell, etc.) are supported and what percentage of your customer base uses each platform?

10.10.5   What databases are supported and what percentage of your customer base uses each database?

10.10.6   Is there a separate version of the software for each platform and/or database, or are they all included in the same version?

10.10.7   What programming language(s) is used in your product?

10.10.8   What are your storage requirements for the system software?

10.10.9   What are your storage requirements for the data files?

10.10.10   What are your hardware/software limitations, such as number of users, size of files, number of entries in a file, etc.?

10.10.11   How are backups accomplished, including when users are logged into the system?

         10.10.11.1   The process should be designed to minimize user downtime, including incremental and full backups.

         10.10.11.2   All solution functions should be available during backup process, minimizing access restriction and system functionality errors during the backup process.

10.10.12   Describe how your software works with the Internet. How is security handled during data exchanges?

10.10.13   Describe solution's technical architectural model, to include bandwidth technologies and specifications.

10.10.14   What are the licensing requirements for your software on the server?

10.10.15   What are the licensing requirements for your software on the client?

10.10.16 Describe tools included with your software, if any, to monitor and tune performance.

10.10.17 Describe utilities included with your software, if any, to troubleshoot problems.

10.10.18 Are test databases and procedures included?

10.10.19 Are the business rules defined in the database or in the GUI?

10.10.20 If the software is intended for use by both the public and private sector, is there a separate version of software for each sector, or are they both included in the same version?

10.10.21 Are software upgrades to the public sector and private sector versions released on the same schedule?

10.11 The City's general IT standards and network environment are described in Section 11. Exceptions to these standards should be noted in the offerors proposal.

10.12 System must be scalable. Provide information listing the maximum number of concurrent users allowable on the system.

10.13 Provide a description of all hardware and software necessary for optimal solution performance. Exact costs for software must be included in the proposal.

10.14 Include a description of the set up and configuration process.

10.15 Include details about policies regarding on-going operation support including, but not limited to, support agreements and service level agreements.

10.16 Provide information about policies and procedures regarding maintenance, upgrades, and change management.

10.17 Include documentation regarding warranties for all hardware and software provided by the Supplier or its subcontractors for the duration of the contract period.

Documentation, Training, and Support

10.18 Training for City staff must be performed at a location within the City to accommodate as many people as possible. A customized class is desired that will train the City's end users on how to operate the software applications in the most efficient manner and to provide City support analysts with an understanding of how each module functions. This will enable them to manage their new system in the most efficient manner.

10.19 Contractor shall provide comprehensive training for approximately 10 people as designated by the City.

10.20 Contractor shall provide printed and electronic training resources.

10.21 Provide a description of training and support provided. Provide details including but not limited to:

10.21.1 Comprehensive training materials for administration and task functionality.

10.21.2 Permission for users to make unlimited copies of documentation for internal use.

10.21.3 Easy to use and maintain online help.

10.21.4 Data dictionary and data files with a description of any modification to the base solution.

10.21.5 Documentation must identify the changes required to install client components on workstations, such as: DLL loads, registry changes, etc.

10.21.6 Training must be provided for approximately ten (10) City users. The City will provide computer lab support for training groups of ten (10) persons per session.

10.21.7 If the solution will require maintenance or support from the City's IT department, training for IT personnel may also be requested.

10.21.8 Support via a toll-free telephone number and e-mail, as well as hours for available support, must be provided for City users, IT department personnel, and vendors.

10.22 The following information is presented to assist suppliers whose pricing method is based on either a per-seat or concurrent use license. The estimates should be used for proposal pricing, but actual license counts will be finalized as part of contract negotiations. *Please note: the City of Grand Junction prefers concurrent licensing*

If discounts are available for users requiring access to multiple modules, provide a description of the discounts. Identify any assumptions you are making in your proposal about multiple module discounts.

The following are **estimates only** of the number of **per-seat/named-user licenses** anticipated per module:

Users	Module
5	Convention Sales (Donna Horii, Layne, Susan, Erin, Barb
3	Tour and Travel Sales (Susan, Erin, Barb)
2	Convention Services (Layne, Erin)
2	Public Relations (Jen, new position)
3	Visitor Inquiry (Susan, Kate, Irene)
45	Industry Partners (optional) (All 45 hotels/motels)
1	Convention Center (optional) (Donna Redd)
2	Room Availability (Optional) (Kate, Susan)

The following are **estimates only** of **concurrent licensing** anticipated per module:

Users	Module
4	Convention Sales (Donna Horii, Erin, Barb, Susan)
3	Tour and Travel Sales (Susan, Erin, Barb)
2	Convention Services (Layne, Erin)
2	Public Relations (Jen, New position)
3	Visitor Inquiry (Irene, Kate, Susan)
10	Industry Partners (optional) (10 hotels/motels-most likely meeting properties)
1	Convention Center (optional) (Donna Redd)
1	Room Availability (optional) (Kate)

If your pricing is based on users licensed per module, provide the following information with each module:

1) Concurrent or per-seat licensing costs for the estimated licenses described above.
2) Price per license to add an additional license.
3) Identify the price break points for volume licensing and the amount of the discount at each break point.
4) Indicate what the costs would be to remove licenses if the number of licenses initially purchased exceeds later requirements.
5) Identify the impact to ongoing maintenance costs of adding or removing licenses.

SECTION 11: CHANGE ORDERS

The City may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. If the contractor believes that any minor change or alteration authorized by the City entitles them to an increase in the contract price; it may make a claim therefore as provided hereafter.

Additional work performed by the contractor, without authorization of a Change Order approved by the City, will not entitle it to an increase in the contract price.

11.1 **Changes in the Work:** The City, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract Documents.

A Change Order is a written order to the awarded contractor signed by the City issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum of the contract time. The contract sum and the contract time may be changed only by Change Order.

11.2 **Claims for Additional Cost or Time:** If the awarded contractor wishes to make a claim for an increase in the Contract Sum or an extension in the Contract Time, he shall give the City written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the awarded supplier before proceeding to execute the work, except in an emergency endangering life or property in which case the awarded supplier shall precede in accordance with the regulations on Safety. No such claim shall be valid unless so made. Any change in the Contract Sum or Contract Time shall be authorized by a Change Order.

SECTION 12: PROJECT SCHEDULE EXTENSION

Installation and satisfactory operation of the system must be completed within the time guaranteed by the supplier in the project schedule submitted with the proposal. Extension of time for completion may be denied by the City if such extension would cause loss of funds to pay for this project.

Project extensions may be granted, at the directions of the City, if delays are experienced as the result of:

- Actions taken by the City (or its agents)
- Changes ordered by the City
- Inclement weather, road repairs, mishaps, strikes, Acts of War, Acts of God, civil or military authority, floods, fires, embargoes, riots, or lockouts which would delay equipment or limit access to any site at which work will be required.

SECTION 13: INSTALLATION REQUIREMENTS

All installation work performed shall be in accordance with laws and regulation of the U.S. Department of Labor, State of Colorado, and the City policies.

It shall be understood that the proposed contract and agreement contemplates and requires installation of a completely operational software system that meets the standards of the City.

SECTION 14: SYSTEM ACCEPTANCE & PERFORMANCE GUARANTEE

Contractor guarantees its performance in writing to the City.

The contractor shall develop the plans and conduct the tests defined in this section.

For each one of the tests and inspections identified in this section, the response shall identify the anticipated responsibilities of the City during such activities.

Costs associated with the tests and inspections defined in this section shall be clearly and individually identified in the pricing section of the response.

The selected contractor will provide any and all system acceptance testing, final commissioning, delivery of "as built" documentation, and technician and end-user training.

SECTION 15: SYSTEM ACCEPTANCE TESTING

The successful Contractor has the option to participate with appropriate City staff in building a test database. Failure by the Contractor to provide a system that performs as stated in their RFP response will result in rejection by the City.

Following the installation of system software modules, performance and operational tests will be performed by the contractor, and supervised and approved by the City, to verify that the proper installation and operation of the system and its sub-systems is in full compliance with these specifications.

A system acceptance test plan will be provided by the contractor prior to commencing the test for review and comment. The testing will require the presence of persons designated by the contractor and by the City.

The test plan will be structured in the form of a checklist and/or questionnaire, which shall be completed as the contractor's and the City's designated representatives' conduct each element of the test plan. The contractor shall address system faults and/or operational deficiencies immediately.

At the conclusion of each test, if necessary, a punch list summarizing any outstanding issues requiring resolution shall be prepared by the contractor and a copy delivered to the City. For each item on the punch list, the contractor shall include the proposed resolution inclusive of an estimated resolution date.

Upon the satisfactory resolution of the items identified in the punch list, the contractor shall present to the City, for signature, an acceptance document to be signed by an authorized representative. The authorized signature on this document shall constitute acceptance by the City.

Acceptance Testing

18

A. **Module Acceptance Testing:** Each module shall be accepted when it is installed in complete conformance to the requirements and specifications in this RFP and operates without defect for a period of 365 days following implementation.

SECTION 16: FIXES, UPGRADES, SERVICE AND FUTURE SOFTWARE OPTIONS

Fixes: For a period of not less than twelve (12) months, after the City's acceptance of the software, Contractor shall correct any and all errors in the software regardless of whether the error is brought to the attention of the Contractor by another user of the software or by the City, or by any other person.

Upgrades and Enhancements: For a period of not less than twelve (12) months after the City's acceptance of the software, Contractor shall provide to the City, at no additional cost, any changed or enhanced versions of the software within thirty days after the changed or enhanced versions are made available to customers.

Future software options and new version software: Contractor grants the City the options, for any software for which the City has paid a one-time purchase or license fee to acquire any software options or new version software which the Contractor shall make available after the acceptance date at the lesser of (a) Contractor's published purchase price for the software options or new version software, or (b) the difference between Contractor's published purchase price for the new version software or software options and the current or most recent purchaser license fee for the software or software options previously acquired by the City under this agreement. This provision shall remain in effect for the duration of the lifetime of the software.

Ongoing Service Options: The goal of the City is prompt resolution of problems, not merely prompt response to calls for service. This RFP specifies response times to service calls as measurements because time limits for problem resolution are difficult to prescribe. The contractor must strive for resolution of problems as promptly as possible under all conditions.

In order to resolve issues quickly and to remain up to date with the latest patches and releases, the City intends to subscribe to various services provided by the software application Contractor. The Offeror must include the options and costs for the following types of services: technical support, help-desk support, maintenance and/or software subscription services (upgrades to the application software, such as patches, new release, etc.). In addition, the Offeror must make a recommendation, complete with costs for the services, that best fits the City's needs.

A. The cost for the City's service will be included for each module in Part 3, Attachment E. At a minimum, the City is looking for ongoing support options that are available from 8 am to 6 pm, MT, Monday through Friday, from a center staffed by Contractor personnel with a response time of no more than two hours. In addition, the Contractor should provide technical support services via a website and e-mail.

SECTION 17: EQUIPMENT MAINTENANCE

Offeror's shall include in their response the cost for providing a one year warranty period maintenance and for providing optional second and third year contract maintenance separately for proposed equipment.

Warranty Period Maintenance: The one-year warranty period maintenance shall begin on the date of formal system acceptance. The contractor shall provide, within the warranty period, the necessary labor, transportation and manpower to maintain the new supplier-provided software to the level of factory performance and within the requirements contained herein. The maintenance shall cover preventive maintenance, repair due to normal usage, and emergency maintenance.

All maintenance services shall be provided as part of the integrated financial software systems without additional charge to the City for the warranty period of at least 12 months for labor and parts following the date of formal system acceptance.

Additional Yearly Contract Maintenance: The additional yearly contract maintenance period shall begin on the date that the warranty period maintenance expires. During this period, the maintenance requirements and conditions shall be identical to the warranty period maintenance described in this warranty maintenance section.

Maintenance Personnel: The contractor shall provide competent, experienced personnel to execute the required maintenance tasks during the warranty period. All maintenance personnel shall be trained and experienced. Personnel who perform maintenance on the system shall have completed all required manufacturer – approved training for that equipment. Said training, or appropriate refresher courses and evidence thereof shall be provided to the City.

Service Facilities: The contractor shall maintain one or more properly staffed service facilities to maintain the software supplied under this RFP such that the Maintenance Response Time requirements in this specification can be met.

Maintenance Response Time: Routine warranty maintenance shall be performed during normal business hours.

To ensure a prompt response time, the contractor must have service technicians with a guaranteed response and restoration times.

The contractor shall respond within four (4) hours of the initial call and provide qualified personnel to service the request within one day after notification of equipment failure. No equipment is expected to be out of service in excess of one working day after notification of failure and critical backbone equipment shall have a 4-hour repair cycle.

Maintenance Process and Guidelines: Malfunctions that cannot be immediately or unequivocally diagnosed and pinpointed to a certain item of equipment or service will require the participation of all service suppliers (City included) until responsibility for the problem has been established. In no instance shall the failure to resolve the issue of responsibility relieve any supplier of the mutual obligation to restore system operability with the least impact on the availability of the system to the end-user. The City reserves the right to adjudicate such matters after the fact and validate charges applicable to the provision of the contractor. The contractor shall be the sole point of responsibility to resolve all maintenance matters to the satisfaction of the City.

Proposer's RFP responses shall provide a complete description of preventative maintenance and shall specify the frequency of preventative maintenance required for all proposed equipment and systems. Any remote administrative costs shall also be provided in the RFP responses. Each supplier shall provide the City in its response to the RFP the name, location, and capabilities of service facilities that will provide any or all of the installation, service, and maintenance, both initial and continuing. Offeror's shall also include a description of the service facilities, the size and qualifications of its staff, the number of years in business and a list of customers (with names and telephone numbers) who operate systems of similar size and complexity for whom installation and maintenance services are performed.

Offeror's shall demonstrate their ability to maintain equipment substantially to that furnished under this specification.

Offeror's shall describe the ongoing level of service support that will be available to the local service facility during the installation and maintenance of the system. The factory organization that provides such support shall be described in the RFP. Offeror's shall also indicate the response time of factory support should it be required. The factory support referenced here will be provided directly to the contractor for assistance in fulfilling the terms of the installation and maintenance agreements: it shall be provided at no additional cost to the City.

The Offeror's shall provide a single toll-free number for all maintenance, repair, and emergency service requirements.

SECTION 18: ADMINISTRATION

18.1. **Issuing Office:** This Request for Proposal (hereinafter referred to as RFP) is being solicited by the City Purchasing Division in behalf of the Visitor and Convention Bureau.

18.2. **Inquiries:** Inquiries regarding minimum requirements and professional services required as a result of this solicitation shall be directed to:

Shirley Nilsen, C.P.M., CPPB
Senior Buyer
2549 River Road
Grand Junction, CO 81501
Phone: (970) 244-1535 FAX: (970) 244-1427 E-Mail: shirleyn@gjcity.org

18.3. **Submittals Due:** Responses with all required deliverables shall be received **NO LATER THAN (2:00 PM) Mountain Standard Time, November 19, 2007**. A **postmark** by that date and time is **not sufficient.**

18.4. Submittal Address: Responses with all deliverables shall be mailed or delivered to:

City of Grand Junction
Purchasing Division
2549 River Road
Grand Junction, CO 81501

Exclusions: No oral, telegraphic, telephonic E-mailed or facsimile bids will be considered.

SECTION 19: PROPOSAL DOCUMENTS AND FORMAT

19.1 The **original and two (2) copies with (1) one being a CD Format** of the response shall be mailed or delivered in a sealed package with the following information clearly delineated on the outside of the package:

Company Name
RFP No. 2466-07-SN
Destination Management/Customer Relations/Sales Software

Be sure the original is clearly marked as "Original".

The original must be submitted in a three-ring binder or as a stapled or otherwise similarly bound document. Be sure all duplicate copies are marked "Duplicate".

19.2 General Submission Comments

The preparation and submission of a proposal in response to this solicitation plus any subsequent addenda signifies the Offeror's knowledge, understanding and acceptance of, and willingness to abide by, all terms, conditions, specifications, and other requirements contained and set forth in this Solicitation, without exception, including any addenda duly issued. Fancy covers and binders are not necessary; however, the above submittal instructions must be followed. The "original" proposal shall be typed or printed in ink using the set of documents included in the Solicitation package. "Be sure to fully complete and submit the entire proposal document provided.

Failure to fully complete and submit any of the solicitation documents or other requests for information per the above instructions will be grounds for rejection of the proposal at the sole discretion of the City. The City is not responsible for lost material or late delivery by the Offeror or any postal or other delivery services.

Do not assume that the evaluator(s):

• Has special knowledge about the Offeror's firm, or

- Has general knowledge about the Offeror's product/service

- Evaluators cannot and will not attempt to seek out and/or import required information that may be included in other areas of the Offeror's proposal, and will not attempt to rearrange, interpret, make assumptions about, or other wise second-guess what the Offeror might have meant to say in his/her responses given in the proposal.

- If the Offeror's complete response to any specific questions or other specific request for information is not found where it is expected to be found, per the Solicitation's format instructions, it will be considered as missing and therefore non-responsive.

- Failure to provide complete and concise responses to all questions and other requests for information according to the format as stipulated and required herein shall risk making the Offeror's proposal non-responsive and may result in rejection, at the City's sole discretion, and/or may result in a significantly reduced evaluation score.

- While the Evaluation Team may deduct points whenever it determines that a specific response to a question or request for information does not warrant the maximum possible percentage points for any reason, the Team may also deduct points, at its discretion, for failure to follow and adhere to formatting and other instructions.

In the event of a dispute between the Proposal document and any duplicate document, or any electronic media, the Proposal shall prevail.

SECTION 20: GENERAL TERMS AND CONDITIONS

20.1 Late Responses: Responses received after the time and date specified, whether delivered or mailed, **will not be considered** and will be returned **unopened**. It is the sole responsibility of each respondent to ensure that their submittals arrive at the City Purchasing Division prior to the time and date specified.

20.2 Rejection of Proposals: The City reserves the right to accept or reject any or all proposals received in response to this solicitation. The City further reserves the right to waive any informalities and /or minor irregularities in the proposals received, if deemed to be in the best interest of the City.

20.3 Proprietary Information: All submittals in response to this request become public record and become subject to public inspection. Any confidential information contained in your submittals must be clearly identified as such to be treated as confidential or proprietary by the City and then only to the extent allowable by law in the Open Records Act. Unrestricted disclosure of propriety or confidential information by the offeror places it in the public domain. Proprietary or confidential information is defined by the City to be any information that is not generally known to competitors and which may provide a competitive advantage. **Proposals in their entirety can not be specified confidential or proprietary.**

20.4 **Ownership of Materials:** All materials submitted with regard to this solicitation become the property of the City and will only be returned at the City's option. The City shall have the right to use all ideas or adaptations of the ideas contained in proposals received, subject to the confidential or proprietary limitation contained herein. Disqualification of any document does not restrict or eliminate this right.

20.5 **Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the City.

20.6 **Sovereign Immunity:** The City specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

20.7 **Venue:** The laws of the State of Colorado, County of Mesa and City of Grand Junction, with any Rules and Regulations issued, prevail with regard to any contract documents, possible terms and conditions disagreements, arbitration, or litigation.

20.8 **Compliance with Laws:** All proposals must comply with applicable federal, state, county and city laws governing this procurement.

20.9 **Amendments:** Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals.

20.10 **Oral Statements:** Oral statements by representatives of the City or the responding company shall not modify or otherwise affect the terms, conditions, or specifications stated in this document. **All modifications to this request must be made in writing.**

20.11 **Conflict of Interest:** No City official and/or employee shall have interest in any contract resulting from this RFP. All City officials/employees with possible conflict must enact a public disclosure record by completing the City's "Statement of Financial Interest" form.

20.12 **Insurance Requirements:** The successful Offeror will be required to provide, at their own expense, without cost to the City the minimum insurance as stipulated in Section No. 23 of this RFP.

20.13 **Indemnification:** The Offeror shall defend, indemnify and save harmless the City, State of Colorado, and all it's 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-consultant 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 City growing out of such injury or damages.

20.14 **Non-appropriation of Funds:** The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council for this fiscal year only. **State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved.** Anticipated expenditures/obligations beyond the end of the current City fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

20.15 **Independent Contractor:** The Contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City; and the City shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. The City shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.

20.16 **Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his/her authorized representative.

20.17 **Employment Discrimination:** During the performance of the contract, the Contractor agrees to the following:

20.17.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

20.17.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

20.17.3 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.

20.18 **Taxes:** The City is exempt from State retail tax and Federal excise tax. The RFP price must be net, exclusive of taxes.

20.19 **Prices:** In the event of a discrepancy between the prices stated in words and those in figures of the RFP form, the words shall control. All costs to the City shall be included

in, and made a part of, the proposal prices submitted by the Offeror at the time of the proposal submission, without exception, unless otherwise specified in this document. All prices shall remain firm for the full contract term including extensions thereof, unless an adjustment provision has been stipulated in this Solicitation

20.20 Offeror's Binding 60 Days: Unless otherwise specified all formal offers submitted shall be binding for sixty (60) calendar days, following opening date, unless the offeror, upon request of the Purchasing Representative, agrees to an extension.

20.21 Assignment: The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the City.

20.22 Termination for Convenience: The performance of work under this Contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice, place no further services, except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

20.23. 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. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the Offeror's. The City may or may not, at the discretion of the City Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

20.24. Permits, Fees and Notices: The contractor shall pay secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

20.25 Source Code Protection: If the proposal does not provide a source code then both parties agree that a party (to be determined) will serve as a third party escrow agent who will hold a current version of the proposed system source code to be released to the City in the event Contractor(s) shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business assets, or avail itself of, or become subject to, any proceeding under a Bankruptcy Act, or any other statute of any state or province relating to insolvency or the protection of rights of creditors or

provide the City with source code upon final payment of the contract. The Contractor will absorb the cost of a box rental fee. Also, the Contractor will have to make arrangements for the access and pay any corresponding charges.

20.26 **Royalties and Patents:** The Contractor hereby guarantees that it has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the Contractor to pay for all such royalties and costs. The Contractor shall hold and save the City and it officers, agents, servants, and employees, harmless from liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against Contractor or City with respect to City's ownership and/or authority, City may withhold payment of any sums otherwise required to be paid hereunder.

The Contractor, by entering into a contract with the City warrants and represents that all materials, equipment and service delivered to the City pursuant to the contract conforms to all of the specifications contained or referred to herein. The Contractor further guarantees to replace all materials, equipment, software, or service, which may be rejected by the City due to defective materials or workmanship for a minimum of one-year following final acceptance. Failure or neglect of the City to require compliance with any term or condition of the contract or specifications shall not be deemed waiver of such term or condition. In the event of any breach of Contractor's warranties and/or covenants contained in the contract, or if, for any other reason, except only the fault of the City, the hardware, software or other services does not operate in accordance with the specifications provided in this contract and the Contractor has not adjusted, or cannot adjust the same with in fifteen (15) days after notice to Contractor, the City shall have the right at its option to cancel this contract and to receive the return of all sums, theretofore paid to the Contractor in addition to such other damages to which City may be legally entitled.

20.27 **Required System Revisions:** Any required system development, revision or conversion effort will be performed in accordance with predetermined and uniformly applied work plans, which require the periodic review and approval of the City. In the event that the Contractor is notified of specific deficiencies, which prevent acceptance of work completed, required changes will be determined in accordance with the following guidelines:

The City shall bear all costs of modifications necessitated by City revision of system requirements, as requested by the City in writing, but only to the extent such costs represent additional Contractor effort, as determined by the City.

The Contractor alone shall bear all costs of modifications necessitated by Contractor's failure to satisfy requirements defined in the proposal.

20.28 **Non-Exclusiveness of Remedies:** Any right or remedy on behalf of the City provided in any part of these specifications, including, but not limited to any guaranty or warranty or any remedy for contractor's non-performance shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

20.29 **Default for Insolvency:** The City may terminate the Agreement for default in the event of the occurrence of any of the following:

The Insolvency of Contractor: Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition for bankruptcy has been filed, and whether or not insolvent within the meaning of the Federal Bankruptcy Law;

- The filing of a voluntary petition to have Contractor declared bankrupt;

- The appointment of a Receiver or Trustee for Contractor;

- The execution by Contractor of a general assignment for the benefit of creditors.

The rights and remedies of City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

20.30 **Procedures upon Termination for Insolvency or Non-appropriation of Funds:** After receipt of a Notice of Termination for insolvency or non-appropriation of funds, and except as otherwise directed by the City, Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in the Notice of Termination:

- Transfer title and deliver to City all completed work and work in process; and

- Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

- After receipt of a Notice of Termination for Insolvency or Non-appropriation of Funds, Contractor shall submit to City, in the form and with any certifications as may be prescribed by City, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than (3) months from effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, City may determine on the basis of information available to City, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. When such determination is made, City shall pay Contractor the amount so determined. Subject to the provisions of this section,

City and Contractor shall negotiate an equitable amount to be paid Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. City shall pay the agreed amount; provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

SECTION 21: INSURANCE REQUIREMENTS

21.1 **Insurance Requirements:** The successful Offeror will be required to provide, at their own expense, without cost to the City the following minimum insurance:

Commercial General Liability Insurance policy with minimum combined single limits of (**$500,000** per occurrence and **$500,000** general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors and contractual liability each at **$500,000** per occurrence. Coverage must be written on an occurrence form.

21.2 Comprehensive Automobile Liability Insurance, which includes coverage of all, owned, non-owned and rented vehicles with a minimum of **$500,000** combined single limit for each occurrence.

21.3 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The Consultant may maintain reasonable and customary deductibles, subject to approval by the City Risk Manager, (970) 244-1592.

21.4 All insurance shall be purchased from an insurance company licensed to do business in Colorado that has a financial rating of B+ VII or better as assigned by the BEST Rating Company or equivalent.

21.5 The policies shall be endorsed to include the City and the City's officers and employees as additional insured's. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above. The contractor shall provide a certificate of insurance to the City as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect prior to commencement of the Contract.

21.6 Worker Compensation and Employer's Liability Insurance shall cover the obligations of the Contractor in accordance with the provisions of the Workers Compensation Act, as amended, by the State of Colorado.

SECTION 22: CONTRACT PERIOD

The initial term of the contract shall be one year. The City reserves the right to renew said contract upon mutual agreement of both parties for an unlimited number of additional one year terms, under the same terms and conditions (as amended).

The contract period shall commence upon award and approval by the Grand Junction City Council and run continuously. Any increased fee requests are subject to review by the City and if approved will be based on the Consumer Price Index. Requests for fee increases will be reviewed on an annual basis.

SECTION 23: EVALUATION CRITERIA PROCESS

23.1   Method of Award:

Proposals will be evaluated by an Evaluation Team with representation from various City Departments and Divisions.

An award, if any, will be made to the most responsive and responsible Offeror whose proposal best fulfills the requirements described in this RFP document. All valid vendor proposals will be evaluated according to the following weighted methodology:

Overall Quality of Product	60%	Score
Match with Functional Requirements		
Technical Environment Compatibility		
Ease of Use		
Product Flexibility		
Company Capacity	25%	
Experience		
Reputation		
Support and Maintenance		
Training Capacity		
References by similar users		
RFP Compliance		
Total cost of system	15%	
Total Score	100%	

23.2   Price scoring

A. Determine if the price is considered balanced and within budget constraints.

23.3 **Additional Award Considerations**: The City may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work required by this contract, and the Offeror shall furnish to the City all such information requested for this purpose.

However, failure by the City to discover or even attempt to discover any inability of the Offeror/Contractor shall in no way excuse poor/non-performance by the contractor, nor shall it diminish the City's right to find the contractor in breach of the contract due to poor/nonperformance as specified elsewhere herein under the "Termination" Clause.

The City reserves the right at its sole discretion to contact all references offered by the Offeror with no further permission from the Offeror.

The City reserves the right to reject the offer of any Offeror that the City determines is not qualified or desirable due to information discovered as a result of proposing and evaluation or by some other credible source of method, other than through evaluation of criteria set forth herein, or if the City determines that a conflict of interest exists.

The City reserves the right to reject all bids/proposals and to cancel this Solicitation requirement, or to revise the detailed specifications and issue a new solicitation if the City determines at its sole discretion that for any reason, rejection, cancellation, or re-solicitation is in the City's best interest.

23.4 **Reference Evaluation:** Vendors must provide a listing of current customers with contract information for a minimum of 10 sites that are currently using a system similar to that being proposed. Be sure to include the budget and staff size served by the government.

The Evaluation Team will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

Qualification	Standard
Overall Performance	Would you contract with this company again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Were the company's personnel responsive to client needs; did their staff anticipate problems? Were problems solved quickly and effectively?
Budget	Was the implementation completed within the project budget? Is on-going maintenance and upgrade costs within original estimates?
Expertise	Did the implementation team provide professional, expert services and support?
Relationship	Was the working relationship harmonious? Was the

	relationship based on mutual honesty, integrity and trust?
Satisfaction	Is the system performance meeting expectations? Is the system maintained and upgraded to meet your needs? Was adequate technical support and training provided?

23.5 Should the City not be able to agree on the details of the contract with the top rated firm through good-faith negotiations, they will proceed to the next highest ranked firm and enter into negotiations.

23.6 Following the evaluation committee's analysis of the written proposals and discussions, the responses will be ranked to establish the three (3) highest scored responses, at least two of which will be asked to provide on-site demonstrations. Discussions and negotiations may take place with the short list vendors to ensure clarification and to obtain a best and final offer. The award will be based upon the proposal that is determined to be the most advantageous to the City.

23.7 **Negotiation:** Therefore, the City may, at its sole discretion, enter into negotiations with the highest ranked responsive and responsible Offeror's that are considered eligible for award, and to invite "best and final offers" as deemed to be in the best interest of the City.

Presentation may be combined with negotiation at the City's sole discretion. However, the City is not obligated to negotiate, and may make award based on either the initial evaluation or negotiated proposal as determined by and at the City's sole discretions as being in the City's best interest.

Offeror's are strongly advised however, not to prepare their proposal submissions based on any assumption, understanding or hope that negotiations will take place. It is the City's initial desire and intent to avoid negotiations. Offeror's are advised to respond to this solicitation fully at the time of proposal submission.

23.8 **Approval:** After contract negotiations have concluded and a corresponding detailed contract developed, it will be submitted to the City Council for final approval.

The City shall issue a Letter of Intent to the selected supplier. All unsuccessful Respondents will be notified after the RFP is awarded. No information shall be released after the RFP due date until announcement of an award by the City is made.

SECTION 24: WARRANTY

Software warranties will not commence until the system has been fully accepted by the City.

All equipment shall have a minimum <u>one (1) year warranty period</u>, beginning after final acceptance for software, labor and travel to fixed sites for all equipment provided. A copy of provisions and terms of the proposed warranty shall be provided with the RFP. In addition,

pricing for second and third year maintenance shall be provided in the cost RFP (after completion of 1-year warranty).

The contractor shall warrant that the equipment provided under this specification will be suitable for the required service specified herein and that all articles furnished shall be free from defects in workmanship and material.

During the warranty period, as directed by the City, the contractor shall perform all necessary corrective or preventive maintenance, support, or refurbishment, including labor, travel, materials, and replacement components so as to keep the equipment or systems in good working condition.

State in your proposal what conditions will void a warranty.

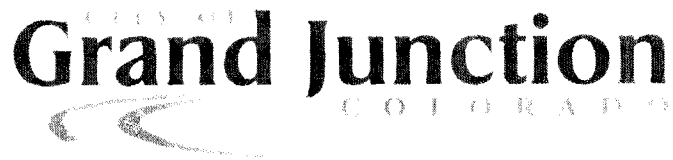## SECTION 25: PROPOSAL PRICING SHEETS

The City reserves the right to select the software, licenses and services as delineated below. Pricing for each Module shall be provided on the Module Pricing Sheet and the totals to be shown on the Summary Pricing Sheet for this Request for Proposal (RFP) document, to include the General Terms and Conditions, Special Terms and Conditions, Price Sheets, and the Contract Agreement as negotiated and agreed upon by the contracting parties and used to compose the entire Contract Documents. The pricing components are:

- **Form B. Each module listed below requires a separate Module Pricing Sheet.** Pricing sheets shall be indicated with the corresponding name and number listed below. If you are not bidding a particular module please indicate as a "No Bid" above or on a Module Pricing Sheet.

- **Convention Sales**
- **Tour and Travel Sales**
- **Convention Services**
- **Public Relations**
- **Visitor Inquiry**
- **Industry Partners (optional)**
- **Convention Center (optional)**
- **Room Availability (optional)**

The module pricing sheets are also found as an Excel Attachment in this E-mail **both formats must be included as a part of your Proposal.**

- **Module Pricing Sheet(s) shall be included per Section 28, Proposal Structure Part No. 1.**

- **Modules Pricing Sheet(s) Excel Format.** Include these on a CD as separate worksheets in a single file.

- **Form B Summary Pricing Sheet** shall be included per Section No. 28, Proposal Structure, Part No. 1.

- **Form B Summary Pricing** Excel Format. Include this on a CD as a separate worksheet.

Grand Junction

COLORADO

REQUEST FOR PROPOSALS

RFP-2466-07-SN

Destination Management/Customer Relations Management/Sales Software

City of Grand Junction, Colorado

RESPONSES DUE: November 19, 2007 at 2:00 P.M. (Mountain Standard Time)

Purchasing Representative:
Shirley Nilsen, C.P.M., CPPB
Senior Buyer
Phone: (970) 244-1535
Fax: (970) 244-1427
shirleyn@gjcity.org

Issue Date: November 8, 2007

This document has been developed specifically for soliciting proposals for providing a Destination Management Software System on behalf of the City of Grand Junction Visitor and Convention Bureau. All Offeror's are urged to thoroughly review this RFP prior to submitting a response. Submittal by FAX IS NOT ACCEPTABLE for this solicitation.

TABLE OF CONTENT

SECTION 1: INTRODUCTION

The City of Grand Junction's Purchasing Department representing the Visitor and Convention Bureau (VCB) is soliciting proposals for a Destination Management/Customer Relations/Sales Software. The mission of this project is to identify and select a supplier capable of providing and implementing a commercial software solution to replace the sales/customer management Access data base that was custom designed by the City's Information Systems Department. Preferred solutions shall allow the VCB Sales Staff to more efficiently handle prospects and clients, maximize the ability to access information through drilldown capabilities and report writing ease, utilize user-friendly technology, and make access available to staff at any time and from any location. VCB has one satellite employee.

This RFP is intended to provide the basis for the specifications, delivery and installation of a fully functional Customer Relationship Management (CRM) Sales Software. (Refer to Section 3, Item 3.2 for a list of system requirements).

Offeror must demonstrate successful performance on installations of a similar nature as that requested by the City. In addition to your response to this RFP, please prepare a complete statement of qualifications that accurately represents your company. A straightforward and concise delineation of your company's capabilities in meeting the requirements contained herein is required. Your response should include any and all information necessary for the City to evaluate the technical capabilities of your company.

Preliminary research indicates that the City should be able to procure the desired software and services for an initial investment of around $25,000.00. Funding estimates are provided to help potential offerors determine their interest in this project but are not intended to be representations of available funding, budget, or limits. The City reserves the right to acquire any system deemed to be in its best interest.

SECTION 2: BACKGROUND

The City of Grand Junction is located in Mesa County, Colorado on the western slope of the Rockies, midway between Denver, Colorado and Salt Lake City, Utah. Grand Junction is a full service City operating under a Council-City Manager structure. It is the County Seat and is the largest city on the western slope of Colorado with a population of approximately 53,000 people.

The mission of City of Grand Junction VCB is to market and sell Grand Junction, statewide, regionally, nationally and internationally to business and leisure visitors as a convention/meetings and tourist/travel destination.

To achieve the goal of soliciting and servicing the Colorado Western Slope VCB partners with 44 hotels, motels, bed and breakfast/inns, RV Parks and Campgrounds.

VCB currently employs nine total staff, five are in Group Sales, consisting of Tour/Travel and Meetings/Convention (**one satellite office sales person**).

The primary reasons for seeking a new Destination Management/Customer Relations/Sales system include, but are not limited to:

- A system that shall be accessible to staff at any time and from any location. This would allow employees at tradeshows or other out of town trips to access and keep in touch with clients and requests. It would also allow employees to access the system from home or other areas as needed.

- A system that is easy to use, allows point-and-click drill down inquiries from summary source documents, includes personalized navigation, and allows for easy access to all screens.

- A system that shall be capable of handling an event calendar; leisure traveler inquiries; group sales activities; and permission-based e-mail marketing. The software is intended to be a comprehensive CRM package for use by the entire organization.

- A system that shall interface "seamlessly" with our current website design. Data must be directly interchanged into and from the CRM system through VCB's existing web applications. API capability (application program interface) is critical.

- A system in which e-mail marketing shall be integral and must allow for easy selection of recipients from any class of customer/client/prospect. The system must allow for attachment of documents (MS Word, Excel, PDF, any other). E-mail must allow for inclusion of HTML and text for customized appearance.

- The software package shall have lead generation capabilities, allowing lead to be sent via e-mail to selected recipients. Also, a specialized module for group leads processing would be desirable.

- The software package shall be capable of tracking events, convention and group tour bookings, and lost business.

- The system shall have the capability to track salesperson activities and productivity through specialized reports. Such reports shall include end of month/end of quarter/end of year activity/productivity (including numbers for both the period only and the year to date), totals by state, country, and/or by specified market. All reports must be capable of rolling up to comprehensive totals for the entire sales staff and organization.

- A system that shall allow for general use by non-sales employees using the system for contact management.

- A system that shall be capable of generating and processing standard sales and employee activities: action steps, task lists, traces, diary entries, etc.

- The system shall use a single database for storage of data.

- The system shall incorporate security features to protect personal data transmitted.

- The system, if an Application Service Provider based, shall provide backup data and server provisions at multiple locations.

- The option to add additional integrated modules in the future that VCB may implement.

SECTION 3: SCOPE OF WORK

3.1 It is the intent and purpose of this solicitation to detail and outline the terms and conditions under which a successful Supplier shall provide to the City a best-of-breed destination/customer relations/sales management system including installation assistance, system integration, data conversion assistance, staff training, system maintenance, and system support. All interested suppliers waive any right to claim damages of any nature whatsoever, based upon the selection process. Interested suppliers who submit proposals that do not follow the instructions or do not provide the information requested within the RFP may be subject to immediate rejection. All proposals submitted shall be complete with pricing guaranteed for the term of the contract including extensions. The term of the contract is one (1) year with optional unlimited one-year extensions at the sole discretion of the City.

3.2 The City defines its fully functional system requirements to include the complete system and report writer requirements noted herein.

- **Convention Sales**
- **Tour and Travel Sales**
- **Convention Services**
- **Public Relations**
- **Visitor Inquiry**
- **Industry Partners (optional)**
- **Convention Center (optional)**
- **Room Availability (optional)**

3.3 The system solution must be flexible and have the ability to accurately and effectively interact with current and future ancillary transaction and reporting systems as defined in Section No. 4, Interfaces.

3.4 The system must be able to be implemented in modules and stages, if desired by the City, to maximize the availability of the City resources while maintaining sales and marketing operations in support of the City's mission.

3.5 The Business processes that VCB would like to improve upon include:

- Simplifying the workflow
- Expand on reporting capabilities
- Integration with Novell GroupWise
- Prevent duplication
- Access via handheld devices

3.6 It is the intent of the City to purchase an off-the-shelf system with a proven track record in the Convention and Visitors Bureau sector. Systems requiring no coding modifications will

be highly valued because they will insure the City's ability to upgrade to new releases with a minimum of effort.

SECTION 4: INTERFACES

In the current processing environment, the City's systems share data using a variety of mechanisms. A list of these interfaces is included below.

4.1 Excel® Spreadsheets
- Mass Data Entry Input
- Printing and Graphics Output

4.2 Desired System Interfaces
- GroupWise E-Mail System – Novell
- Internet Service Provider (Miles Media) that maintains VCB's website. **Proposals shall include any experience interfacing with Miles Media.**
- **EBMS** Event Management Tracking Software Interface (Two Way) (Optional)

4.3 All bidders should be able to effectively interface with these systems and will be expected as part of their proposal to demonstrate how they have successfully interfaced with similar systems and platforms and provide the City with a basic interface file structure.

4.4 **Data Conversion:** The new system must be able to provide for historical reporting as well as historical comparisons. Therefore, certain historical data will need to be converted, e.g., Client history. Data conversion requirements will be developed during the detailed analysis phase of the implementation. VCB's current system was implemented in 1992 and contains data from that period. Proposals shall provide pricing to allow for customization.

4.5 **Records Management:** The new system shall provide a records management functionality to allow VCB to comply with the City's responsibility to preserve historical records.

4.6 **Business Card Scanner**

SECTION 5: RFP TIMETABLE

5.1 The following projected timetable should be used as a working guide for planning. The City reserves the right to adjust this timetable as required during the course of the RFP solicitation process.

- Request for Proposals Available   November 8, 2007
- Last Day of Questions Accepted   November 15, 2007
- Last Day to Submit Proposals (2:00pm)   November 19, 2007
- Ranking and Selection of Supplier   November 27, 2007
- On-site Software Demonstrations   December 4, 5,6, 2007
- Contract Negotiations Begin   December 11, 2007
- City Contract Approval   December 19, 2007
- Contract Begins   ASAP
- Estimated Implementation Begin   1st Quarter, 2008

SECTION 6: SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

Include in your response the following items. In your response, please reference the section and item number. Please do not send preprinted literature (except financial statement) in lieu of a written response. All information, including pre-printed literature, should be submitted in electronic as well as printed format.

6.1 Company history, including:

6.1.1 How many years has your company actively provided automated data processing systems to Convention and Visitor Bureaus?

6.1.2 How many people does your company employ?

6.1.3 The proposed software is installed at how many sites?

6.1.4 Experience with the system described in the project scope.

6.1.5 Provide your Company's Dunn and Bradstreet's or Standard & Poor's financial rating.

6.2 Percentage of clients in the local governmental sector

6.2.1 A list of ten (10) clients ranging from small to large in size where the system is currently in production use. (Include size and type of installations and contact information.)

6.2.2 List all clients in Colorado.

6.3 References from three (3) CVB's similar in budget (1.5 – 2 million) which have used the system for at least two years and experienced your installation and support services (Include contact names and phone numbers.)

6.4 Disclose past and pending litigation involving customers who have purchased hardware and installation services from your firm.

6.5 The name of the company representative(s) responsible for providing additional information if requested by the City.

6.6 Implementation Team names and experience with regards to the system.

SECTION 7: PROJECT IMPLEMENTATION/SUPPLIER SCHEDULE

7.1 Offeror's are required to provide a detailed training, and implementation schedule.

7.2 The supplier shall submit with their proposal a schedule and an implementation plan that shows the order and dates in which the supplier proposes to carry out the work

SECTION 8: FUNCTIONAL REQUIREMENTS

The functional requirements are in an Excel format found in this E-mail as the Functional Requirements attachment. Please submit one (1) original and one (1) hard copy (refer to Section No. 28 Proposal Requirements) and one (1) electronic copy in an Excel format on a CD. Enter the appropriate codes found at the beginning of the attachment. Proposals received without the RFP Function Requirements will be considered as non-responsive.

SECTION 9: CITY TECHNICAL STANDARDS

9.1 City Workstation Standards

Hardware Standards
Workstations Recommended Standard
  Intel C & D
  16X DVD
  1 GB RAM
  80 GB Hard Drive
  19" Monitor (LCD)
  10/100/1000 Ethernet Card
  USB Optical Mouse
  NO Floppy Disk Drive
Workstations Minimum Supported
  Intel P4
  10/100 Ethernet Card (Networked workstation)
  1 GB RAM
  70 GB Hard Drive
  17" Monitor (LCD)
  CD ROM
Printers Recommended Standard and Supported
  HP LaserJet
  HP DeskJet
  Xerox Copier/Printer
  Lanier Copier/Printer

Software Standards
  Microsoft Windows XP Professional SP2
  Microsoft Office 2003
  Microsoft Internet Explorer v6.0 SP 1 & v 7
  GroupWise 7.X ®
  Adobe Acrobat Reader 7 or current
  Patchlink agent (required)
  Webroot®
  Sun Java plug-in
  Macromedia Flash plug-in
  ZENWork Asset Management Agent ®
  Legacy Software Supported
    Microsoft Windows 2000 Professional Service Pack 4 (unsupported before mid 2008)

9.2 Network Overview

9.2.1 Local Area Network (LAN) Environment; The City provides network connectivity to approximately 600 users using Netware 6.5 and Novell Client

4.9 in a mixed environment including Netware, Microsoft Windows, Linux and Unix servers. Novell ZENworks, including Patch Management, is used to manage 200 different applications across the network.

9.2.2 Wide Area Network (WAN) Environment: The City's Backbone is comprised of a Fiber Optic cable and 15 T-1 lines and a DS-3 connecting the City WAN which will provide both data and voice communications traffic to the City's facilities. The Fiber backbone uses a combination of Cisco 2621 and 2821 routers to connect the 7 facilities. The Qwest leased DS-3 service located at City Hall use Adtran Atlas 890 routers while the Qwest leased T-1 lines use either an Adtran Atlas 550 or an Adtran TA 850 RCU.

9.2.3 There will be one remote user of the system. They will need access via the web, VPN, or terminal server.

9.2.4 Login authentication occurs through the existing Netware login via Novell's NDS for NT service.

9.2.5 Workstation User Configuration: The workstations are used in a variety of ways:

9.2.5.1 One user on a single dedicated workstation with a unique login.
9.2.5.2 Multiple users on a single dedicated workstation with unique logins.
9.2.5.3 Multiple users on multiple dedicated workstations with unique logins.

9.2.6 Systems Integration: The successful respondent receiving the award of this RFP shall be required to collaborate with the City's systems integration consultant team on the overall architecture requirements and systems integration assessment for the City systems integration analysis.

SECTION 10: DETAILED SPECIFICATIONS

10.1 **Technical Specifications.** All of the following features are considered to be important elements of the system the City is seeking; however, the City retains the prerogative to consider proposals that may not contain each and every feature listed. (The information below is to be provided as per Section No. 28 Proposal Requirements Part No. 3 of the supplier's submission). Features that are unavailable shall be so noted in Part 3 of the submission proposal.

10.2 Provide information about the solution's ease of use, including data addition and modification, by authorized City employees.

10.3 Provide information regarding security features which prevent non-authorized individuals from accessing, viewing, adding, deleting, or modifying the data. Include a

11

comprehensive security strategy for the solution, including, as appropriate, but not limited to:

- Password expiration and renewal

- User profiles

- Network accessibility

- Encryption

- Electronic transaction certification authorization

10.4 Provide information about the solution's volume capacities regarding data storage and transaction processing.

Integration, Data Sharing, And Reporting

10.5 Provide information indicating Internet browser compatibility as well as database compatibility and the solution's ability to handle data imports and exports, including file formats. Provide information regarding the solution's reporting capabilities.

10.6 Identify all standard reports included with the solution. Identify any report writers or tools easily used to create customized reports. Include costs for recommended report writer or tools with the proposal, if these are separate from the solution.

      10.6.1 Provide samples of sales activity reports.
      10.6.2 Include a list of automatic reports. Specifically Sales Lead source and Room availability

Workflow

10.7 Provide information about the solution's ability to route documents electronically to specified users for edit and approval. Describe the process necessary to change the business rules controlling this routing.

10.8 Provide information about the solution's ability to integrate with Novell GroupWise E-Mail.

10.9 Provide information about the solution's ability to interface/integrate with our website developed and maintained by Miles Media.

System Requirements

10.10 Provide information about the solution's operating environment. Include an explanation of the following:

10.10.1   What is your recommended network configuration?

10.10.2   What are your server requirements and configurations?

10.10.3   What are your client requirements and configurations?

10.10.4   What platforms (e.g. Windows, Novell, etc.) are supported and what percentage of your customer base uses each platform?

10.10.5   What databases are supported and what percentage of your customer base uses each database?

10.10.6   Is there a separate version of the software for each platform and/or database, or are they all included in the same version?

10.10.7   What programming language(s) is used in your product?

10.10.8   What are your storage requirements for the system software?

10.10.9   What are your storage requirements for the data files?

10.10.10 What are your hardware/software limitations, such as number of users, size of files, number of entries in a file, etc.?

10.10.11 How are backups accomplished, including when users are logged into the system?

        10.10.11.1   The process should be designed to minimize user downtime, including incremental and full backups.

        10.10.11.2   All solution functions should be available during backup process, minimizing access restriction and system functionality errors during the backup process.

10.10.12 Describe how your software works with the Internet. How is security handled during data exchanges?

10.10.13 Describe solution's technical architectural model, to include bandwidth technologies and specifications.

10.10.14 What are the licensing requirements for your software on the server?

10.10.15 What are the licensing requirements for your software on the client?

10.10.16 Describe tools included with your software, if any, to monitor and tune performance.

10.10.17 Describe utilities included with your software, if any, to troubleshoot problems.

10.10.18 Are test databases and procedures included?

10.10.19 Are the business rules defined in the database or in the GUI?

10.10.20 If the software is intended for use by both the public and private sector, is there a separate version of software for each sector, or are they both included in the same version?

10.10.21 Are software upgrades to the public sector and private sector versions released on the same schedule?

10.11 The City's general IT standards and network environment are described in Section 11. Exceptions to these standards should be noted in the offerors proposal.

10.12 System must be scalable. Provide information listing the maximum number of concurrent users allowable on the system.

10.13 Provide a description of all hardware and software necessary for optimal solution performance. Exact costs for software must be included in the proposal.

10.14 Include a description of the set up and configuration process.

10.15 Include details about policies regarding on-going operation support including, but not limited to, support agreements and service level agreements.

10.16 Provide information about policies and procedures regarding maintenance, upgrades, and change management.

10.17 Include documentation regarding warranties for all hardware and software provided by the Supplier or its subcontractors for the duration of the contract period.

Documentation, Training, and Support

10.18 Training for City staff must be performed at a location within the City to accommodate as many people as possible. A customized class is desired that will train the City's end users on how to operate the software applications in the most efficient manner and to provide City support analysts with an understanding of how each module functions. This will enable them to manage their new system in the most efficient manner.

10.19 Contractor shall provide comprehensive training for approximately 10 people as designated by the City.

10.20 Contractor shall provide printed and electronic training resources.

10.21 Provide a description of training and support provided. Provide details including but not limited to:

    10.21.1 Comprehensive training materials for administration and task functionality.

    10.21.2 Permission for users to make unlimited copies of documentation for internal use.

    10.21.3 Easy to use and maintain online help.

    10.21.4 Data dictionary and data files with a description of any modification to the base solution.

    10.21.5 Documentation must identify the changes required to install client components on workstations, such as: DLL loads, registry changes, etc.

    10.21.6 Training must be provided for approximately ten (10) City users. The City will provide computer lab support for training groups of ten (10) persons per session.

    10.21.7 If the solution will require maintenance or support from the City's IT department, training for IT personnel may also be requested.

    10.21.8 Support via a toll-free telephone number and e-mail, as well as hours for available support, must be provided for City users, IT department personnel, and vendors.

10.22 The following information is presented to assist suppliers whose pricing method is based on either a per-seat or concurrent use license. The estimates should be used for proposal pricing, but actual license counts will be finalized as part of contract negotiations. *Please note: the City of Grand Junction prefers concurrent licensing*

If discounts are available for users requiring access to multiple modules, provide a description of the discounts. Identify any assumptions you are making in your proposal about multiple module discounts.

The following are **estimates only** of the number of **per-seat/named-user licenses** anticipated per module:

Users	Module
5	Convention Sales (Donna Horii, Layne, Susan, Erin, Barb
3	Tour and Travel Sales (Susan, Erin, Barb)
2	Convention Services (Layne, Erin)
2	Public Relations (Jen, new position)
3	Visitor Inquiry (Susan, Kate, Irene)
45	Industry Partners (optional) (All 45 hotels/motels)
1	Convention Center (optional) (Donna Redd)
2	Room Availability (Optional) (Kate, Susan)

The following are **estimates only** of **concurrent licensing** anticipated per module:

Users	Module
4	Convention Sales (Donna Horii, Erin, Barb, Susan)
3	Tour and Travel Sales (Susan, Erin, Barb)
2	Convention Services (Layne, Erin)
2	Public Relations (Jen, New position)
3	Visitor Inquiry (Irene, Kate, Susan)
10	Industry Partners (optional) (10 hotels/motels-most likely meeting properties)
1	Convention Center (optional) (Donna Redd)
1	Room Availability (optional) (Kate)

If your pricing is based on users licensed per module, provide the following information with each module:

1) Concurrent or per-seat licensing costs for the estimated licenses described above.
2) Price per license to add an additional license.
3) Identify the price break points for volume licensing and the amount of the discount at each break point.
4) Indicate what the costs would be to remove licenses if the number of licenses initially purchased exceeds later requirements.
5) Identify the impact to ongoing maintenance costs of adding or removing licenses.

SECTION 11: CHANGE ORDERS

The City may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. If the contractor believes that any minor change or alteration authorized by the City entitles them to an increase in the contract price; it may make a claim therefore as provided hereafter.

Additional work performed by the contractor, without authorization of a Change Order approved by the City, will not entitle it to an increase in the contract price.

11.1 Changes in the Work: The City, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract Documents.

A Change Order is a written order to the awarded contractor signed by the City issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum of the contract time. The contract sum and the contract time may be changed only by Change Order.

11.2 Claims for Additional Cost or Time: If the awarded contractor wishes to make a claim for an increase in the Contract Sum or an extension in the Contract Time, he shall give the City written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the awarded supplier before proceeding to execute the work, except in an emergency endangering life or property in which case the awarded supplier shall precede in accordance with the regulations on Safety. No such claim shall be valid unless so made. Any change in the Contract Sum or Contract Time shall be authorized by a Change Order.

SECTION 12: PROJECT SCHEDULE EXTENSION

Installation and satisfactory operation of the system must be completed within the time guaranteed by the supplier in the project schedule submitted with the proposal. Extension of time for completion may be denied by the City if such extension would cause loss of funds to pay for this project.

Project extensions may be granted, at the directions of the City, if delays are experienced as the result of:

- Actions taken by the City (or its agents)
- Changes ordered by the City
- Inclement weather, road repairs, mishaps, strikes, Acts of War, Acts of God, civil or military authority, floods, fires, embargoes, riots, or lockouts which would delay equipment or limit access to any site at which work will be required.

SECTION 13: INSTALLATION REQUIREMENTS

All installation work performed shall be in accordance with laws and regulation of the U.S. Department of Labor, State of Colorado, and the City policies.

It shall be understood that the proposed contract and agreement contemplates and requires installation of a completely operational software system that meets the standards of the City.

SECTION 14: SYSTEM ACCEPTANCE & PERFORMANCE GUARANTEE

Contractor guarantees its performance in writing to the City.

The contractor shall develop the plans and conduct the tests defined in this section.

For each one of the tests and inspections identified in this section, the response shall identify the anticipated responsibilities of the City during such activities.

Costs associated with the tests and inspections defined in this section shall be clearly and individually identified in the pricing section of the response.

The selected contractor will provide any and all system acceptance testing, final commissioning, delivery of "as built" documentation, and technician and end-user training.

SECTION 15: SYSTEM ACCEPTANCE TESTING

The successful Contractor has the option to participate with appropriate City staff in building a test database. Failure by the Contractor to provide a system that performs as stated in their RFP response will result in rejection by the City.

Following the installation of system software modules, performance and operational tests will be performed by the contractor, and supervised and approved by the City, to verify that the proper installation and operation of the system and its sub-systems is in full compliance with these specifications.

A system acceptance test plan will be provided by the contractor prior to commencing the test for review and comment. The testing will require the presence of persons designated by the contractor and by the City.

The test plan will be structured in the form of a checklist and/or questionnaire, which shall be completed as the contractor's and the City's designated representatives' conduct each element of the test plan. The contractor shall address system faults and/or operational deficiencies immediately.

At the conclusion of each test, if necessary, a punch list summarizing any outstanding issues requiring resolution shall be prepared by the contractor and a copy delivered to the City. For each item on the punch list, the contractor shall include the proposed resolution inclusive of an estimated resolution date.

Upon the satisfactory resolution of the items identified in the punch list, the contractor shall present to the City, for signature, an acceptance document to be signed by an authorized representative. The authorized signature on this document shall constitute acceptance by the City.

Acceptance Testing

A. **Module Acceptance Testing:** Each module shall be accepted when it is installed in complete conformance to the requirements and specifications in this RFP and operates without defect for a period of 365 days following implementation.

SECTION 16: FIXES, UPGRADES, SERVICE AND FUTURE SOFTWARE OPTIONS

Fixes: For a period of not less than twelve (12) months, after the City's acceptance of the software, Contractor shall correct any and all errors in the software regardless of whether the error is brought to the attention of the Contractor by another user of the software or by the City, or by any other person.

Upgrades and Enhancements: For a period of not less than twelve (12) months after the City's acceptance of the software, Contractor shall provide to the City, at no additional cost, any changed or enhanced versions of the software within thirty days after the changed or enhanced versions are made available to customers.

Future software options and new version software: Contractor grants the City the options, for any software for which the City has paid a one-time purchase or license fee to acquire any software options or new version software which the Contractor shall make available after the acceptance date at the lesser of (a) Contractor's published purchase price for the software options or new version software, or (b) the difference between Contractor's published purchase price for the new version software or software options and the current or most recent purchaser license fee for the software or software options previously acquired by the City under this agreement. This provision shall remain in effect for the duration of the lifetime of the software.

Ongoing Service Options: The goal of the City is prompt resolution of problems, not merely prompt response to calls for service. This RFP specifies response times to service calls as measurements because time limits for problem resolution are difficult to prescribe. The contractor must strive for resolution of problems as promptly as possible under all conditions.

In order to resolve issues quickly and to remain up to date with the latest patches and releases, the City intends to subscribe to various services provided by the software application Contractor. The Offeror must include the options and costs for the following types of services: technical support, help-desk support, maintenance and/or software subscription services (upgrades to the application software, such as patches, new release, etc.). In addition, the Offeror must make a recommendation, complete with costs for the services, that best fits the City's needs.

A. The cost for the City's service will be included for each module in Part 3, Attachment E. At a minimum, the City is looking for ongoing support options that are available from 8 am to 6 pm, MT, Monday through Friday, from a center staffed by Contractor personnel with a response time of no more than two hours. In addition, the Contractor should provide technical support services via a website and e-mail.

SECTION 17: EQUIPMENT MAINTENANCE

Offeror's shall include in their response the cost for providing a one year warranty period maintenance and for providing optional second and third year contract maintenance separately for proposed equipment.

Warranty Period Maintenance: The one-year warranty period maintenance shall begin on the date of formal system acceptance. The contractor shall provide, within the warranty period, the necessary labor, transportation and manpower to maintain the new supplier-provided software to the level of factory performance and within the requirements contained herein. The maintenance shall cover preventive maintenance, repair due to normal usage, and emergency maintenance.

All maintenance services shall be provided as part of the integrated financial software systems without additional charge to the City for the warranty period of at least 12 months for labor and parts following the date of formal system acceptance.

Additional Yearly Contract Maintenance: The additional yearly contract maintenance period shall begin on the date that the warranty period maintenance expires. During this period, the maintenance requirements and conditions shall be identical to the warranty period maintenance described in this warranty maintenance section.

Maintenance Personnel: The contractor shall provide competent, experienced personnel to execute the required maintenance tasks during the warranty period. All maintenance personnel shall be trained and experienced. Personnel who perform maintenance on the system shall have completed all required manufacturer – approved training for that equipment. Said training, or appropriate refresher courses and evidence thereof shall be provided to the City.

Service Facilities: The contractor shall maintain one or more properly staffed service facilities to maintain the software supplied under this RFP such that the Maintenance Response Time requirements in this specification can be met.

Maintenance Response Time: Routine warranty maintenance shall be performed during normal business hours.

To ensure a prompt response time, the contractor must have service technicians with a guaranteed response and restoration times.

The contractor shall respond within four (4) hours of the initial call and provide qualified personnel to service the request within one day after notification of equipment failure. No equipment is expected to be out of service in excess of one working day after notification of failure and critical backbone equipment shall have a 4-hour repair cycle.

Maintenance Process and Guidelines: Malfunctions that cannot be immediately or unequivocally diagnosed and pinpointed to a certain item of equipment or service will require the participation of all service suppliers (City included) until responsibility for the problem has been established. In no instance shall the failure to resolve the issue of responsibility relieve any supplier of the mutual obligation to restore system operability with the least impact on the availability of the system to the end-user. The City reserves the right to adjudicate such matters after the fact and validate charges applicable to the provision of the contractor. The contractor shall be the sole point of responsibility to resolve all maintenance matters to the satisfaction of the City.

Proposer's RFP responses shall provide a complete description of preventative maintenance and shall specify the frequency of preventative maintenance required for all proposed equipment and systems. Any remote administrative costs shall also be provided in the RFP responses. Each supplier shall provide the City in its response to the RFP the name, location, and capabilities of service facilities that will provide any or all of the installation, service, and maintenance, both initial and continuing. Offeror's shall also include a description of the service facilities, the size and qualifications of its staff, the number of years in business and a list of customers (with names and telephone numbers) who operate systems of similar size and complexity for whom installation and maintenance services are performed.

Offeror's shall demonstrate their ability to maintain equipment substantially to that furnished under this specification.

Offeror's shall describe the ongoing level of service support that will be available to the local service facility during the installation and maintenance of the system. The factory organization that provides such support shall be described in the RFP. Offeror's shall also indicate the response time of factory support should it be required. The factory support referenced here will be provided directly to the contractor for assistance in fulfilling the terms of the installation and maintenance agreements: it shall be provided at no additional cost to the City.

The Offeror's shall provide a single toll-free number for all maintenance, repair, and emergency service requirements.

SECTION 18: ADMINISTRATION

18.1. Issuing Office: This Request for Proposal (hereinafter referred to as RFP) is being solicited by the City Purchasing Division in behalf of the Visitor and Convention Bureau.

18.2. Inquiries: Inquiries regarding minimum requirements and professional services required as a result of this solicitation shall be directed to:

Shirley Nilsen, C.P.M., CPPB
Senior Buyer
2549 River Road
Grand Junction, CO 81501
Phone: (970) 244-1535   FAX: (970) 244-1427   E-Mail: shirleyn@gjcity.org

18.3. Submittals Due: Responses with all required deliverables shall be received **NO LATER THAN (2:00 PM) Mountain Standard Time, November 19, 2007**. A **postmark** by that date and time is **not sufficient.**

18.4. Submittal Address: Responses with all deliverables shall be mailed or delivered to:

City of Grand Junction
Purchasing Division
2549 River Road
Grand Junction, CO 81501

Exclusions: No oral, telegraphic, telephonic E-mailed or facsimile bids will be considered.

SECTION 19: PROPOSAL DOCUMENTS AND FORMAT

19.1 The **original and two (2) copies with (1) one being a CD Format** of the response shall be mailed or delivered in a sealed package with the following information clearly delineated on the outside of the package:

Company Name
RFP No. 2466-07-SN
Destination Management/Customer Relations/Sales Software

Be sure the original is clearly marked as "Original".

The original must be submitted in a three-ring binder or as a stapled or otherwise similarly bound document. Be sure all duplicate copies are marked "Duplicate".

19.2 General Submission Comments

The preparation and submission of a proposal in response to this solicitation plus any subsequent addenda signifies the Offeror's knowledge, understanding and acceptance of, and willingness to abide by, all terms, conditions, specifications, and other requirements contained and set forth in this Solicitation, without exception, including any addenda duly issued. Fancy covers and binders are not necessary; however, the above submittal instructions must be followed. The "original" proposal shall be typed or printed in ink using the set of documents included in the Solicitation package. "Be sure to fully complete and submit the entire proposal document provided.

Failure to fully complete and submit any of the solicitation documents or other requests for information per the above instructions will be grounds for rejection of the proposal at the sole discretion of the City. The City is not responsible for lost material or late delivery by the Offeror or any postal or other delivery services.

Do not assume that the evaluator(s):

• Has special knowledge about the Offeror's firm, or

23

- Has general knowledge about the Offeror's product/service

- Evaluators cannot and will not attempt to seek out and/or import required information that may be included in other areas of the Offeror's proposal, and will not attempt to rearrange, interpret, make assumptions about, or other wise second-guess what the Offeror might have meant to say in his/her responses given in the proposal.

- If the Offeror's complete response to any specific questions or other specific request for information is not found where it is expected to be found, per the Solicitation's format instructions, it will be considered as missing and therefore non-responsive.

- Failure to provide complete and concise responses to all questions and other requests for information according to the format as stipulated and required herein shall risk making the Offeror's proposal non-responsive and may result in rejection, at the City's sole discretion, and/or may result in a significantly reduced evaluation score.

- While the Evaluation Team may deduct points whenever it determines that a specific response to a question or request for information does not warrant the maximum possible percentage points for any reason, the Team may also deduct points, at its discretion, for failure to follow and adhere to formatting and other instructions.

In the event of a dispute between the Proposal document and any duplicate document, or any electronic media, the Proposal shall prevail.

SECTION 20: GENERAL TERMS AND CONDITIONS

20.1 Late Responses: Responses received after the time and date specified, whether delivered or mailed, **will not be considered** and will be returned **unopened.** It is the sole responsibility of each respondent to ensure that their submittals arrive at the City Purchasing Division prior to the time and date specified.

20.2 Rejection of Proposals: The City reserves the right to accept or reject any or all proposals received in response to this solicitation. The City further reserves the right to waive any informalities and /or minor irregularities in the proposals received, if deemed to be in the best interest of the City.

20.3 Proprietary Information: All submittals in response to this request become public record and become subject to public inspection. Any confidential information contained in your submittals must be clearly identified as such to be treated as confidential or proprietary by the City and then only to the extent allowable by law in the Open Records Act. Unrestricted disclosure of propriety or confidential information by the offeror places it in the public domain. Proprietary or confidential information is defined by the City to be any information that is not generally known to competitors and which may provide a competitive advantage. **Proposals in their entirety can not be specified confidential or proprietary.**

20.4   Ownership of Materials: All materials submitted with regard to this solicitation become the property of the City and will only be returned at the City's option. The City shall have the right to use all ideas or adaptations of the ideas contained in proposals received, subject to the confidential or proprietary limitation contained herein. Disqualification of any document does not restrict or eliminate this right.

20.5   Expenses: Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the City.

20.6   Sovereign Immunity: The City specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

20.7   Venue: The laws of the State of Colorado, County of Mesa and City of Grand Junction, with any Rules and Regulations issued, prevail with regard to any contract documents, possible terms and conditions disagreements, arbitration, or litigation.

20.8   Compliance with Laws: All proposals must comply with applicable federal, state, county and city laws governing this procurement.

20.9   Amendments: Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals.

20.10 Oral Statements: Oral statements by representatives of the City or the responding company shall not modify or otherwise affect the terms, conditions, or specifications stated in this document. **All modifications to this request must be made in writing.**

20.11 Conflict of Interest: No City official and/or employee shall have interest in any contract resulting from this RFP. All City officials/employees with possible conflict must enact a public disclosure record by completing the City's "Statement of Financial Interest" form.

20.12 Insurance Requirements: The successful Offeror will be required to provide, at their own expense, without cost to the City the minimum insurance as stipulated in Section No. 23 of this RFP.

20.13 Indemnification: The Offeror shall defend, indemnify and save harmless the City, State of Colorado, and all it's 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-consultant 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 City growing out of such injury or damages.

20.14 **Non-appropriation of Funds:** The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council for this fiscal year only. **State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved.** Anticipated expenditures/obligations beyond the end of the current City fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

20.15 **Independent Contractor:** The Contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City; and the City shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. The City shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.

20.16 **Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his/her authorized representative.

20.17 **Employment Discrimination:** During the performance of the contract, the Contractor agrees to the following:

   20.17.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   20.17.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

   20.17.3 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.

20.18 **Taxes:** The City is exempt from State retail tax and Federal excise tax. The RFP price must be net, exclusive of taxes.

20.19 **Prices:** In the event of a discrepancy between the prices stated in words and those in figures of the RFP form, the words shall control. All costs to the City shall be included

in, and made a part of, the proposal prices submitted by the Offeror at the time of the proposal submission, without exception, unless otherwise specified in this document. All prices shall remain firm for the full contract term including extensions thereof, unless an adjustment provision has been stipulated in this Solicitation

20.20 **Offeror's Binding 60 Days:** Unless otherwise specified all formal offers submitted shall be binding for sixty (60) calendar days, following opening date, unless the offeror, upon request of the Purchasing Representative, agrees to an extension.

20.21 **Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the City.

20.22 **Termination for Convenience:** The performance of work under this Contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice, place no further services, except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

20.23. **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. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the Offeror's. The City may or may not, at the discretion of the City Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

20.24. **Permits, Fees and Notices:** The contractor shall pay secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

20.25 **Source Code Protection:** If the proposal does not provide a source code then both parties agree that a party (to be determined) will serve as a third party escrow agent who will hold a current version of the proposed system source code to be released to the City in the event Contractor(s) shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business assets, or avail itself of, or become subject to, any proceeding under a Bankruptcy Act, or any other statute of any state or province relating to insolvency or the protection of rights of creditors or

provide the City with source code upon final payment of the contract. The Contractor will absorb the cost of a box rental fee. Also, the Contractor will have to make arrangements for the access and pay any corresponding charges.

20.26 **Royalties and Patents:** The Contractor hereby guarantees that it has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the Contractor to pay for all such royalties and costs. The Contractor shall hold and save the City and it officers, agents, servants, and employees, harmless from liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against Contractor or City with respect to City's ownership and/or authority, City may withhold payment of any sums otherwise required to be paid hereunder.

The Contractor, by entering into a contract with the City warrants and represents that all materials, equipment and service delivered to the City pursuant to the contract conforms to all of the specifications contained or referred to herein. The Contractor further guarantees to replace all materials, equipment, software, or service, which may be rejected by the City due to defective materials or workmanship for a minimum of one-year following final acceptance. Failure or neglect of the City to require compliance with any term or condition of the contract or specifications shall not be deemed waiver of such term or condition. In the event of any breach of Contractor's warranties and/or covenants contained in the contract, or if, for any other reason, except only the fault of the City, the hardware, software or other services does not operate in accordance with the specifications provided in this contract and the Contractor has not adjusted, or cannot adjust the same with in fifteen (15) days after notice to Contractor, the City shall have the right at its option to cancel this contract and to receive the return of all sums, theretofore paid to the Contractor in addition to such other damages to which City may be legally entitled.

20.27 **Required System Revisions:** Any required system development, revision or conversion effort will be performed in accordance with predetermined and uniformly applied work plans, which require the periodic review and approval of the City. In the event that the Contractor is notified of specific deficiencies, which prevent acceptance of work completed, required changes will be determined in accordance with the following guidelines:

The City shall bear all costs of modifications necessitated by City revision of system requirements, as requested by the City in writing, but only to the extent such costs represent additional Contractor effort, as determined by the City.

The Contractor alone shall bear all costs of modifications necessitated by Contractor's failure to satisfy requirements defined in the proposal.

20.28 **Non-Exclusiveness of Remedies:** Any right or remedy on behalf of the City provided in any part of these specifications, including, but not limited to any guaranty or warranty or any remedy for contractor's non-performance shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

20.29 **Default for Insolvency:** The City may terminate the Agreement for default in the event of the occurrence of any of the following:

The Insolvency of Contractor: Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition for bankruptcy has been filed, and whether or not insolvent within the meaning of the Federal Bankruptcy Law;

* The filing of a voluntary petition to have Contractor declared bankrupt;

* The appointment of a Receiver or Trustee for Contractor;

* The execution by Contractor of a general assignment for the benefit of creditors.

The rights and remedies of City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

20.30 **Procedures upon Termination for Insolvency or Non-appropriation of Funds:** After receipt of a Notice of Termination for insolvency or non-appropriation of funds, and except as otherwise directed by the City, Contractor shall:

* Stop work under this Agreement on the date and to the extent specified in the Notice of Termination:

* Transfer title and deliver to City all completed work and work in process; and

* Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

* After receipt of a Notice of Termination for Insolvency or Non-appropriation of Funds, Contractor shall submit to City, in the form and with any certifications as may be prescribed by City, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than (3) months from effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, City may determine on the basis of information available to City, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. When such determination is made, City shall pay Contractor the amount so determined. Subject to the provisions of this section,

29

City and Contractor shall negotiate an equitable amount to be paid Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. City shall pay the agreed amount; provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

SECTION 21: INSURANCE REQUIREMENTS

21.1 **Insurance Requirements:** The successful Offeror will be required to provide, at their own expense, without cost to the City the following minimum insurance:

Commercial General Liability Insurance policy with minimum combined single limits of (**$500,000** per occurrence and **$500,000** general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors and contractual liability each at **$500,000** per occurrence. Coverage must be written on an occurrence form.

21.2 Comprehensive Automobile Liability Insurance, which includes coverage of all, owned, non-owned and rented vehicles with a minimum of **$500,000** combined single limit for each occurrence.

21.3 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The Consultant may maintain reasonable and customary deductibles, subject to approval by the City Risk Manager, (970) 244-1592.

21.4 All insurance shall be purchased from an insurance company licensed to do business in Colorado that has a financial rating of B+ VII or better as assigned by the BEST Rating Company or equivalent.

21.5 The policies shall be endorsed to include the City and the City's officers and employees as additional insured's. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above. The contractor shall provide a certificate of insurance to the City as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect prior to commencement of the Contract.

21.6 Worker Compensation and Employer's Liability Insurance shall cover the obligations of the Contractor in accordance with the provisions of the Workers Compensation Act, as amended, by the State of Colorado.

SECTION 22: CONTRACT PERIOD

The initial term of the contract shall be one year. The City reserves the right to renew said contract upon mutual agreement of both parties for an unlimited number of additional one year terms, under the same terms and conditions (as amended).

The contract period shall commence upon award and approval by the Grand Junction City Council and run continuously. Any increased fee requests are subject to review by the City and if approved will be based on the Consumer Price Index. Requests for fee increases will be reviewed on an annual basis.

SECTION 23: EVALUATION CRITERIA PROCESS

23.1 Method of Award:

Proposals will be evaluated by an Evaluation Team with representation from various City Departments and Divisions.

An award, if any, will be made to the most responsive and responsible Offeror whose proposal best fulfills the requirements described in this RFP document. All valid vendor proposals will be evaluated according to the following weighted methodology:

Overall Quality of Product	60%	Score
Match with Functional Requirements		
Technical Environment Compatibility		
Ease of Use		
Product Flexibility		
Company Capacity	25%	
Experience		
Reputation		
Support and Maintenance		
Training Capacity		
References by similar users		
RFP Compliance		
Total cost of system	15%	
Total Score	100%	

23.2 Price scoring

A. Determine if the price is considered balanced and within budget constraints.

31

23.3 **Additional Award Considerations**: The City may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work required by this contract, and the Offeror shall furnish to the City all such information requested for this purpose.

However, failure by the City to discover or even attempt to discover any inability of the Offeror/Contractor shall in no way excuse poor/non-performance by the contractor, nor shall it diminish the City's right to find the contractor in breach of the contract due to poor/nonperformance as specified elsewhere herein under the "Termination" Clause.

The City reserves the right at its sole discretion to contact all references offered by the Offeror with no further permission from the Offeror.

The City reserves the right to reject the offer of any Offeror that the City determines is not qualified or desirable due to information discovered as a result of proposing and evaluation or by some other credible source of method, other than through evaluation of criteria set forth herein, or if the City determines that a conflict of interest exists.

The City reserves the right to reject all bids/proposals and to cancel this Solicitation requirement, or to revise the detailed specifications and issue a new solicitation if the City determines at its sole discretion that for any reason, rejection, cancellation, or re-solicitation is in the City's best interest.

23.4 **Reference Evaluation**: Vendors must provide a listing of current customers with contract information for a minimum of 10 sites that are currently using a system similar to that being proposed. Be sure to include the budget and staff size served by the government.

The Evaluation Team will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

Qualification	Standard
Overall Performance	Would you contract with this company again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Were the company's personnel responsive to client needs; did their staff anticipate problems? Were problems solved quickly and effectively?
Budget	Was the implementation completed within the project budget? Is on-going maintenance and upgrade costs within original estimates?
Expertise	Did the implementation team provide professional, expert services and support?
Relationship	Was the working relationship harmonious? Was the

	relationship based on mutual honesty, integrity and trust?
Satisfaction	Is the system performance meeting expectations? Is the system maintained and upgraded to meet your needs? Was adequate technical support and training provided?

23.5 Should the City not be able to agree on the details of the contract with the top rated firm through good-faith negotiations, they will proceed to the next highest ranked firm and enter into negotiations.

23.6 Following the evaluation committee's analysis of the written proposals and discussions, the responses will be ranked to establish the three (3) highest scored responses, at least two of which will be asked to provide on-site demonstrations. Discussions and negotiations may take place with the short list vendors to ensure clarification and to obtain a best and final offer. The award will be based upon the proposal that is determined to be the most advantageous to the City.

23.7 Negotiation: Therefore, the City may, at its sole discretion, enter into negotiations with the highest ranked responsive and responsible Offeror's that are considered eligible for award, and to invite "best and final offers" as deemed to be in the best interest of the City.

Presentation may be combined with negotiation at the City's sole discretion. However, the City is not obligated to negotiate, and may make award based on either the initial evaluation or negotiated proposal as determined by and at the City's sole discretions as being in the City's best interest.

Offeror's are strongly advised however, not to prepare their proposal submissions based on any assumption, understanding or hope that negotiations will take place. It is the City's initial desire and intent to avoid negotiations. Offeror's are advised to respond to this solicitation fully at the time of proposal submission.

23.8 Approval: After contract negotiations have concluded and a corresponding detailed contract developed, it will be submitted to the City Council for final approval.

The City shall issue a Letter of Intent to the selected supplier. All unsuccessful Respondents will be notified after the RFP is awarded. No information shall be released after the RFP due date until announcement of an award by the City is made.

SECTION 24: WARRANTY

Software warranties will not commence until the system has been fully accepted by the City.

All equipment shall have a minimum <u>one (1) year warranty period</u>, beginning after final acceptance for software, labor and travel to fixed sites for all equipment provided. A copy of provisions and terms of the proposed warranty shall be provided with the RFP. In addition,

pricing for second and third year maintenance shall be provided in the cost RFP (after completion of 1-year warranty).

The contractor shall warrant that the equipment provided under this specification will be suitable for the required service specified herein and that all articles furnished shall be free from defects in workmanship and material.

During the warranty period, as directed by the City, the contractor shall perform all necessary corrective or preventive maintenance, support, or refurbishment, including labor, travel, materials, and replacement components so as to keep the equipment or systems in good working condition.

State in your proposal what conditions will void a warranty.

SECTION 25: PROPOSAL PRICING SHEETS

The City reserves the right to select the software, licenses and services as delineated below. Pricing for each Module shall be provided on the Module Pricing Sheet and the totals to be shown on the Summary Pricing Sheet for this Request for Proposal (RFP) document, to include the General Terms and Conditions, Special Terms and Conditions, Price Sheets, and the Contract Agreement as negotiated and agreed upon by the contracting parties and used to compose the entire Contract Documents. The pricing components are:

- **Form B. Each module listed below requires a separate Module Pricing Sheet.** Pricing sheets shall be indicated with the corresponding name and number listed below. If you are not bidding a particular module please indicate as a "No Bid" above or on a Module Pricing Sheet.

- **Convention Sales**
- **Tour and Travel Sales**
- **Convention Services**
- **Public Relations**
- **Visitor Inquiry**
- **Industry Partners (optional)**
- **Convention Center (optional)**
- **Room Availability (optional)**

The module pricing sheets are also found as an Excel Attachment in this E-mail **both formats must be included as a part of your Proposal.**

- **Module Pricing Sheet(s) shall be included per Section 28, Proposal Structure Part No. 1.**

- **Modules Pricing Sheet(s) Excel Format.** Include these on a CD as separate worksheets in a single file.

34

35