



CITY OF DULUTH

REQUEST FOR PROPOSALS FOR

RECREATION MANAGEMENT SOFTWARE

RFP NUMBER 2015-09AA

ISSUED DECEMBER 1, 2015

PROPOSALS DUE TUESDAY, JANUARY 5, 2016

SUBMIT TO

**CITY OF DULUTH
ATTN: PURCHASING DIVISION
CITY HALL, ROOM 100
411 WEST 1ST STREET
DULUTH, MN 55802**

TABLE OF CONTENTS

Part I - GENERAL INFORMATION	3
Part II - PROPOSAL REQUIREMENTS	7
Part III - CRITERIA FOR SELECTION	9
Part IV - WORK STATEMENT	10

APPENDIX A, STANDARD CONTRACT TERMS AND CONDITIONS

APPENDIX B, PROPOSAL COVER SHEET

APPENDIX C, PARKS & RECREATION MANAGEMENT SOFTWARE SPECIFICATIONS

PART I

GENERAL INFORMATION

I-1. Purpose. This document includes instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Proposers must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-2. Problem Statement. The City of Duluth seeks to implement a parks and recreation management software system that will meet current needs as well as those in the future. Additional detail is provided in **Part IV** of this RFP.

I-3. Calendar of Events. The City will make every effort to adhere to the following schedule:

Activity	Date
Deadline to submit Questions via email to purchasing@duluthmn.gov	Dec 15, 2015
Answers to submitted questions posted to the City website by	Dec 17, 2015
Proposals due in the Purchasing Office by 2:00 PM CST on	Jan 5, 2016
Evaluation and short-list selection NLT	Jan 15, 2016
Demonstrations	Week of Jan 18, 2016
Anticipated award date	Week of January 25, 2016

I-4. Type of Contract. Bidders should be aware of City standard contract terms and conditions when preparing their proposals. A sample of the City's Agreement for Professional Services is attached as Appendix A. The City, in its sole discretion, may undertake negotiations with Proposers whose proposals, in the judgment of the City, show them to be qualified, responsible and capable of performing the Project.

I-5. Rejection of Proposals. The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-6. Pre-proposal Conference. There will be no pre-proposal conference for this RFP. If there are any questions, please forward them to the Purchasing Office in accordance with Section I-7.

I-7. Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at purchasing@duluthmn.gov **no later than** the date indicated on the Calendar of Events. Answers to the questions will be posted as an Addendum to the RFP.

I-8. Addenda to the RFP. If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> . Although an e-mail notification will be sent, it is the Proposer's responsibility to periodically check the website for any new information

I-9. Modification or Withdrawal of Proposals. Proposers may modify or withdraw their proposals prior to the due date and time by submitting their modifications or request to withdraw in writing to the Purchasing Division. Modifications or requests to withdraw must be submitted in a sealed envelope indicating the RFP number and project title.

I-10. Response Date. To be considered for selection, hard copies of proposals must arrive at the City on or before the time and date specified in the RFP Calendar of Events. The City will **not** accept proposals solely via email or facsimile transmission. The City reserves the right to reject or to deduct evaluation points for late proposals.

I-11. Proposals. To be considered, Proposers should submit a complete response to this RFP to the City, using the format provided in **Part II**, providing four (4) paper copies of the Technical Submittal and one (1) paper copy of the Cost Submittal. In addition to the paper copies of the proposal, Proposers shall submit one complete and exact copy of the entire proposal (Technical and Cost submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. Each proposal page should be numbered for ease of reference.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made. Please refer to Section I-18 for more information.

I-12. Signatures. An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix **B** to this RFP) and the Proposal Cover Sheet is attached to the proposal, this requirement will be met. For this RFP, the proposal must remain valid for **120** days or until a contract is fully executed.

I-13. Small Diverse Business Information. The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers.

A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnucp.metc.state.mn.us/> .

I-14. Tax Exempt Status. The City is exempt from paying sales tax. A copy of the Certificate of Exemption will provided upon request.

I-15. Term of Contract. This is anticipated to be a one-year contract for purchase and implementation; with yearly renewals for maintenance and support. The City will issue a Notice to Proceed after City Council approval and after the contract has been fully executed by the selected Proposer and by the City and all approvals required by City contracting procedures have been obtained. The selected Proposer shall not start the performance of any work; and the City shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the issuance of a Notice to Proceed.

I-16. Non-Collusion. By submitting a proposal, each Proposer understands, represents, and acknowledges that their proposal has been developed by the Proposer independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer.

I-17. Conflict of Interest. A conflict of interest exists if a Proposer has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. Either certify: (i) that your company is unaware of any potential conflict of interest, or (ii) indicate the potential conflict(s) and the nature of such conflict. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.

I-18. Minnesota Department of Human Rights Affirmative Action Certification. Under MN Statute §473.144, the City of Duluth may not accept any bid or proposal for a contract or execute a contract for goods or services in excess of \$100,000 with any business having more than forty (40) full-time employees within Minnesota on a single working day during the previous twelve (12) months, unless the firm or business has an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals that has been approved by the Commissioner of the Minnesota Department of Human Rights. Further, the City of Duluth may not accept any bid or proposal for a contract or execute a contract for goods or services in excess of \$100,000 with any business having more than forty (40) full-time employees on a single working day during the previous twelve (12) months in the state where the business has its primary place of business, unless the business has a certificate of compliance issued by the Commissioner of the State of Minnesota Department of Human Rights or the

business certifies to the City of Duluth that it is in compliance with federal affirmative action requirements.

Each firm submitting a proposal must transmit documentation indicating the firm's compliance or exemption from the above requirements. More information can be found on the Department of Human Rights website at <http://mn.gov/mdhr/compliance/index.html>

I-19. Minnesota Government Data Practices Act. Data supplied in response to this RFP by businesses, firms and individuals is governed by the Minnesota Government Data Practices Act in that:

- A. The information requested will be used to evaluate each proposer's qualifications.
- B. The proposer is not legally required to supply this information; however, failure to supply the information requested may result in that Proposal receiving lesser consideration and a determination by the City of Duluth that the Proposal is non-responsive.
- C. The public is authorized to receive the information that is not classified by law as private, confidential, or non-public data. The proposer is responsible to clearly identify any data classified by law as private, confidential or non-public data and to provide the specific basis for the classification when the data is submitted to the City of Duluth.

I-20. Suspension/Debarment. By submitting a proposal, the Proposer certifies that it is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government, and if the Proposer cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I-21. Notification of Selection. Proposers whose proposals are not selected will be notified in writing when contract negotiations have been successfully completed and the City has received the final negotiated contract signed by the selected Proposer.

PART II

PROPOSAL REQUIREMENTS

II-1. Description of the Solution. Describe the software product and detail how it will meet the requirements as described in Appendix C. Specify all hardware, software, and professional services required. Detail the project management services that will be offered as part of the Project. State the number and type of licenses offered.

As part of the software purchase, the City expects to have software maintenance, support services, and application upgrades as part of the annual maintenance costs. Support Services should include, but not be limited to, free telephone and email technical support, free web portal for incident reporting and tracking, online application documentation.

II-2. Work Plan. Describe how you will accomplish all of the work required for the Project. Provide a detailed implementation plan outlining the required tasks, estimated hours, responsibility, major deliverables and timing. This plan should also outline technical support and training as part of implementation.

II-3. Company Background, Experience, and References. Provide a brief history of your company. Describe your major product and service offerings. Detail previous work experience performing similar projects; emphasis should be experience on implementation projects of similar size and scope as requested in this RFP. Be sure to include work done by individuals who will be assigned to this project as well as that of your company. State the number of clients currently utilizing your company's recreation management software.

Provide a minimum of five (5) references from municipal clients, including the names, addresses, and telephone numbers for individuals at each municipality who may be contacted.

II-4. Personnel. Include the number of personnel who will be working on the Project. For key personnel, including the Project Manager and Trainer(s), include the employee's name and a resume or similar document that shows their education and experience. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors/subconsultants you intend to use and the services they will perform.

II-5. Training. Include the number of City staff to be trained and the duration of the training. State if training will be on site or web-based, and describe the training materials to be used, the number and frequency of sessions, and the number and level of instructors. Describe options for follow-up training and support.

II-6. Exceptions to Standard Contract. The Proposer will identify any exceptions to the proposed contract (contained in **Appendix A**) it would like to negotiate and any

additional terms and conditions the Proposer would like to add by including a red-lined version of the contract with its proposal. Copies of any applicable End User License Agreements should also be included with the Proposal.

Failure to make a submission under this paragraph will result in its waiving its right to do so later, but the City may consider late objections and requests for additions if to do so, in the City's sole discretion, would be in its best interest. The City may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Proposer shall not request changes to the other provisions of the RFP, nor shall the Proposer request to completely substitute its own terms and conditions for **Appendix A**.

Regardless of any objections, the Proposer must submit its proposal, including the cost proposal, on the basis of the standard agreement set out in **Appendix A**.

II-7. Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope separated from the technical submittal. The total proposed cost shall be broken down into the following components:

- Software purchase (include number of licenses)
- Project management, implementation services (include number of hours, price per hour, travel expenses, and any other costs)
- Annual maintenance/licensing

The City will reimburse the selected Proposer for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the City has issued a notice to proceed.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be received prior to the deadline for submission and properly signed by the Proposer. The City reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in a Proposer's proposal, (2) allow the Proposer to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Proposer's proposal.

III-2. Evaluation. The City has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Proposals will be reviewed, and only those Proposers selected for further consideration will be invited to present a demonstration of their product. The Proposer whose proposal and offering is determined to be the most advantageous to the City will be selected for contract negotiations.

III-3. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

A. Technical: The City has established the weight for the Technical criterion for this RFP as 80% of the total points. Evaluation will be based upon the following in order of importance:

Work Plan	25%
Description of the Solution	20%
Qualifications of the Proposer and Personnel	20%
Training and Support	15%

The City reserves the right to eliminate from the selection process any proposal that scores below to 70% of the total available technical points.

B. Cost: The City has established the weight for the Cost portion for this RFP as 20% of the total points. Cost points are calculated by giving the proposal with the lowest total cost the maximum number of Cost points available.

PART IV

IV-1. Overview

The City of Duluth is interested in soliciting proposals from qualified providers of parks and recreation management software whose product offering meets or exceeds current City requirements and whose complete product offering provides a robust solution set that will allow the City to continue to leverage this investment well into the future as the needs of the City continue to grow and evolve.

IV-2. City Background

The City of Duluth is an outdoor-oriented, four-season city of 86,000 residents located along Lake Superior. The City has become a substantial tourist destination in the summer and winter for outdoor activities. Our reputation as an outdoor city was enhanced in 2014 when Duluth was designated as the “#1 Best Place to Live in the US” from Outside Magazine. Duluth has 129 parks, 16 basketball court venues, 15 softball field venues, 12 outdoor skating rinks, 9 soccer field venues, 8 tennis court venues, 7 cross country ski trails, and 6 baseball venues.

The City of Duluth Parks and Recreation Department falls under the jurisdiction of city government, with the Parks and Recreation Division Manager reporting directly to the Director of Public Administration. The mission of the Parks & Recreation department is to promote the health and wellbeing of our community, environment and economy by facilitating recreational opportunities and coordinating the enhancement of our parks, facilities and natural resources now and into the future.

The City offers a full range of Park and Recreation services to local residents including, but not limited to permits, park reservations, building reservations, gym reservations, league registrations, volunteer coordination, special city event coordination, and memorial management.

IV-3. Event Planning, Permits, and Park and Building Reservations

Permits and reservations for prime dates in our parks fill up quickly. All events that include 40 or more people require a permit. There are three types of permits available, depending on the use of the park.

1. Special Event Permits: A special event is one that is: 1) open to the public, and/or, 2) charges an admission or registration fee. To be held in a City of Duluth park, the proper permit is required.
2. Private Event Permits: Private events are “By Invitation Only”: 1) from a club or organization membership, and/or, 2) a personal invitation from a permit holder.

This includes company or church picnics, birthday parties and graduation parties, but excludes weddings, which require a separate permit.

3. Wedding Event Permits: A wedding event is one that is: 1) a wedding ceremony, 2) a wedding rehearsal, or, 3) a wedding ceremony and picnic reception combined (not to include alcohol, live music, or dancing). Formal wedding receptions serving alcohol and having live music or DJ services are not allowed.

More details and event permit guides for each of these are available online at www.duluthmn.gov/parks.

IV-4. Community Center Building Rental Permits

If an event is better suited indoors, Duluth Parks and Recreation offers five different community recreation center buildings to choose from. A complete list of buildings available for rental is available online at <http://www.duluthmn.gov/media/322291/Building-Rental-Contacts.pdf>.

IV-5. Partnerships & Volunteerism

Starting in May 2016, the Operations team within the Parks & Recreation division will have 2 full-time Recreation Specialists, 1 full-time Special Event/Permit Coordinator, 1 part-time Wedding Event Coordinator, 1 Administrative Information Specialist, 1 Volunteer Coordinator, 1 Senior Center Coordinator, and 1 Manager.

In order to meet our mission, we work with almost 100 different nonprofits and government agencies to put on programming in our parks and facilities for youth, families, and seniors. Without these strong partnerships, we wouldn't be able to reach nearly as many people. These partners play a role in programming and reservations and the new recreation management software system implementation will affect their work.

In addition, we also work with volunteers to remove unwanted trash from our parks and trails, weed flowers, plant and mulch trees, and monitor invasive species. In 2014, we had 1800 volunteers and over 4,000 hours of volunteer work completed in our parks.

IV-6. 2014 Attendance for All Usage and Events

<u>Permitted Facility Use</u>	
Private & Public Park Events	8,855
Indoor Facility Private & Public Events	22,337
Weddings	10,335
<hr/> Total	<hr/> 41,527

Special Events

Citywide & Youth	16,820
Senior Programs	829
Summer Concerts	5,000
Movies in the Park	8,100
Bentleyville Tour of Lights	243,173
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Total	273,922

Recreation

Senior Programs	15,936
Duluth Police Activities League	460
Softball	800
Flag Football	189
Bayfront Skating	2,366
Heritage Center Skating	4,855
Bayfront Family Center	1,902
Spring Break – Special Activities on the Turf	114
Learn-to-Skate	152
Turf Time	450
Art Kits	1,080
Ultimate Frisbee	131
Play Gym	780
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Total	29,215

IV-7. Training and Support

The City of Duluth does not currently use any technology solution for park and recreation management, other than a website with basic information: www.duluthmn.gov/parks/. All permits are done via paper and pencil and managed in Excel spreadsheets. League registrations are equally manual and are managed in an Access database. Payment is only accepted via check or cash as we do not currently have the capability to accept credit card payments.

The implementation of a new recreation management software system will change our internal operational processes and our external functionality for customers and residents significantly. The roll-out of this system also coincides with the retirement of two Special Event Coordinators in May 2016. We will hire one new Special Event/Permit Coordinator to fill these two vacant positions. Given the newness of the system and the team member, a thorough training and support plan will be critical for the successful implementation of any software system. We're looking for a variety of implementation services such as business process review, gap analysis, configuration of the system with an emphasis on workflows within the applications, and post-implementation training and support for users and customers.

APPENDIX A

AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN

CONSULTANT'S NAME AND CITY OF DULUTH

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the "Effective Date"), by and between the City of Duluth, hereinafter referred to as City, and [insert consultant's name] located at [insert consultant's address], hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for [insert a description of the project] (the "Project"); and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City; and

WHEREAS, Consultant submitted a Proposal to provide services for the Project (the "Proposal"). A copy of the Proposal is attached hereto as Exhibit A; and

WHEREAS, the City desires to utilize Consultant's professional services for the Project; NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services

Consultant will provide the following services related to the Project as described in Consultant's Proposal (the "Services"). Consultant agrees that it will provide its services at the direction of the [insert the title of the City Staff – such as "Director of Public Works"] ("Director"). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

II. Fees.

It is agreed between the parties that Consultant's maximum fee for the Project and Services shall not exceed the sum of [insert written dollar amount of contract and 00/100th dollars (\$0.00)] inclusive of all travel and other expenses associated with the Project, payable from Fund ____ - ____ - _____. All invoices for services rendered shall be submitted monthly to the attention of Director. Payment of expenses is subject the City's receipt of reasonable substantiation/back-up supporting such expenses.

III. General Terms and Conditions

1. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The Primary Consultant(s) assigned to this project will be [insert key consultant's name or names] (the "Primary Consultant"). The Primary Consultant shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Primary Consultant. The foregoing sentence shall not preclude other employees of Consultant from providing support to the Primary Consultant in connection with Consultant's obligations hereunder.

3. Data and Confidentiality, Records and Inspection

- a. The City agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or to assist Consultant wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
- c. Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work ("City Property"). Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.
- d. Records shall be maintained by Consultant in accordance with

requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Consultant Representation and Warranties

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the

Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.

- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by Insert date, unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor.

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of

Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of Consultant's intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.

- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity.

To the extent allowed by law, Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

8. Insurance.

Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

- a. Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, shall be in a company approved by the city of Duluth;

and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability. **City of Duluth shall be named as Additional Insured by endorsement** under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming himself and City of Duluth. **Upon execution of this Agreement**, Consultant shall provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included.

- b. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
- c. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- d. A certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- e. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Engineer's interests and liabilities.

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

City:

City of Duluth

411 W First Street
City Hall Room
Duluth MN 55802
Attn: **Director**

Consultant: **Vendor**
 Address
 City State Zip
 Attn:

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations.

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law.

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Force Majeure.

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes,

acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

**APPENDIX B - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 15-09AA**

Proposer Information:	
Proposer Name	
Mailing Address	
Website	
Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Federal ID Number	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Proposer to the provisions contained in the proposal:	
Printed Name	
Title	

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY RESULT IN THE REJECTION OF THE PROPOSAL

APPENDIX C

Parks & Recreation Management Software Specifications

Below are the basic features the City would like in a parks & recreation management system.

All items are required unless listed in an **Optional** section.

Please respond fully to each item as indicated below:

GENERAL SYSTEM REQUIREMENTS FOR EITHER WEB BASED OR WINDOWS BASED

- Operate on Microsoft SQL Server database platform
- Operate on Windows 8 or newer
- Ability to operate in a virtualized server environment
- Multi-level security based on user permissions
- Must comply with City of Duluth security standards and requirements
- Vendor access will be controlled by City of Duluth IT using approved access methods/software
- System needs to operate in a real-time mode – all files affected by a transaction are updated at the time of the transaction
- Support use on tablets, iPads, iPhones, or smartphones
- Wireless access must follow City of Duluth standards or be approved by IT
- Citrix compatible
- Graphical user interface must be user friendly
- System should be an off the shelf package with user definable configuration allowing flexibility to match site specific practices
- Ability to have a separate database instance for testing purposes
- System must meet the latest PCI (Payment Card Industry) standards and regulations

Optional

- Web application preferred
- Automatic email notification capabilities based on user-defined criteria

ACTIVITY REGISTRATION

- Ability to allow for the public to register for activities online and have resident and non-resident registration.

FACILITY RESERVATIONS

- Ability to have resident and non-resident registration
- Sport fields/gyms
 - Ability to reserve a vast array of field types and locations
- Open park space
 - Ability to reserve open park space for small and large events

APPENDIX C

- Building rentals
Ability to have reservations for multiple time slots throughout the day
- Pavilions
Application Description

LEAGUE SCHEDULING

- Automatically/manually create league schedules that are generated in hardcopy format and file format. Ability to replicate in Excel for printing.

Optional

- Park Host Scheduling
Add ability to schedule "Park Hosts" and send out schedules. Have ability for park hosts to log on and view schedule
- League Official Scheduling
Add ability to schedule "Park Hosts" and send out schedules. Have ability for park hosts to log on and view schedule

LEAGUE TEAM FORMATION

- Manage team formation process based on participant pairing requests.

PAYMENTS

- Ability to process multiple forms of payment both online and well as in person.
- Ability to manage registration and reservation receivables and generate final past-due notices
- Ability to track payment and contracts for rental groups

COMPARISON REPORTS

- Extract data from registration/reservation to generate reports comparing programs and facility reservations.

INVENTORY MANAGEMENT

- Tools, sports equipment, other equipment, picnic packages, art kits, etc. Incorporate checkout system with deposit

CALENDARS

- Integration with existing parks and city calendar
- Fields/Gyms
Ability to produce calendars for all reserved fields and calendars for single fields/sports facilities.
- Parks/Pavilions/Buildings/Special Events
Ability to produce calendars for reserved parks for internal and external users. Coordinate special events between multiple departments by sending meeting request and also inviting a shared special event calendar. Maintenance and set-up information are included in the body of the appointment.

APPENDIX C

Optional

- Website integration
Ability to interface with existing calendar on website (Umbraco). Create an interactive map that reflects up-to-date availability.

OTHER COMMUNICATIONS

- Ability to send bulk emails and texts to activity participants. At least 300 participants.
- Permit Communications
Ability to auto-generate email to annual permit seekers; auto-generate past due notices for permit needs; generate reminders for missing documents

Optional

- Attendance Sheets
Generate sign-in sheets for sessions and to track drop-off/pick-up information
- Microsoft Exchange
Integration with internal calendar system
- Adobe InDesign
Integration with internal design programs
- Facebook/Website (Umbraco)/other social media
Ability to link with other communication tools. Ability to link an interactive map function.

CUSTOMER SERVICE

Optional

- Web Comments
Ability to collect and monitor comments/feedback
- VFA facility/Accruent & Work Order/FAMIS
Integration with Property/Facility Management Asset Management/Work Order System
- Level of Service
Tracking response times to permit/registration information

SPECIAL EVENTS SCHEDULING

- Special Event Permits (weddings, private events, public events, building rentals, etc)
Permit: event name, date, location, permit type, fees, # people, etc. Collect fees, certificate of insurance. Include information on amenities, electrical needs, inspection, contact information. Add special information for each park re: virtual tour, google map illustrations, etc.
- Alcohol Permits
Ability to track approval, contract, and payment through multiple departments

MULTIPLE DEPARTMENT COORDINATION

- Ability to have maintenance and other city departments (police, clerks, etc..) access to updated

APPENDIX C

facility reservations and other permits. External log in for non-city entity partners.

- Standards Reports

Ability to easily share scheduling/permit info with other departments and 3rd parties. Create internal calendar

Optional

- 3rd Party Access

Ability to have 3rd parties login and retrieve/manage specific content

DONATIONS

- Ability to create pages/section for donations.

MEMORIAL MANAGEMENT

- Ability to create and manage changes to memorial opportunities.

VOLUNTEER MANAGEMENT

Optional

- Ability to have volunteer registration and track volunteer hours. Optional ability to integrate a background check system

GRANT PROPOSAL MANAGEMENT

Optional

- Ability to collect and manage grant applications and reports