



CITY OF
WALNUT
CREEK

REQUEST FOR PROPOSAL

FOR A

Recreation Management System

**For use by Arts & Recreation Programs in the areas of
facility management, registration, membership, point-of-sale and more.**

RFP # 2016-611-6220-01

ISSUED JANUARY 2016

ALL PROPOSALS MUST BE SUBMITTED TO:

ARTS, RECREATION & COMMUNITY SERVICES

**CITY OF WALNUT CREEK
1666 NORTH MAIN STREET
WALNUT CREEK, CA 94596**

Attn: Carolyn Jackson, Community Relations Manager

jackson@walnut-creek.org

DEADLINE: February 23, 2016, 4:00 PM (PST)

**RESPONSES WILL BE CONSIDERED FOR AWARD BY THE CITY OF WALNUT CREEK WITH ALL PROPOSALS FIRM FOR
180 DAYS FOLLOWING THE OPENING THEREOF.**

SECTION 1: RFP OVERVIEW	4
1.1 Organization Background.....	4
1.2 Purpose of the RFP.....	4
1.3 Scope of Services	5
1.4 Implementation Timeline	5
1.5 RFP Schedule of Events	6
1.6 Evaluation Criteria	6
1.7 RFP Coordinator & Questions Pertaining to the RFP	7
1.8 Letter of Intent to Propose	7
1.9 Proposal Preparation Cost	8
1.10 RFP Amendments and Cancellation	8
1.11 Proposal Submittal.....	8
1.12 Organization of Proposal.....	9
1.13 Public Records Law	9
 SECTION 2: EXISTING ENVIRONMENT	 10
2.1 Current Business Technology	10
2.2 Current Network Technology.....	10
2.3 Current Level Of Use	11
2.3.1 Registration, Facility, And Membership Volumes	11
2.3.2 Transaction Breakdown.....	11
 SECTION 3: DETAILED SUBMITTAL REQUIREMENTS	 12
3.1 Executive Summary and Introductory Material.....	12
3.2 Company Background	13
3.3 Proposed Software	13
3.4 Professional Services	14
3.5 Technical Information	15
3.6 Maintenance and Support	15
3.7 Sample Documents	15
3.8 Price Proposal	16
 SECTION 4: GENERAL REQUIREMENTS	 17
4.1 Collusion	17
4.2 Gratuities	17
4.3 Required Review and Waiver of Objections by Vendor	17
4.4 Proposal Withdrawal	17
4.5 Proposal Errors	17
4.6 Incorrect Proposal Information	18
4.7 Right to Refuse Personnel	18

4.8 Proposal of Additional Services	18
4.9 Licensure	18
4.10 Conflict of Interest and Proposal Restrictions	18
4.11 Contract Negotiations	18
4.12 Right of Rejection	18
4.13 Disclosure of Proposal Contents	19
4.14 Severability	19
4.15 RFP and Proposal Incorporated into Final Contract	19
4.16 Proposal Amendment	19
4.17 Consultant Participation	20
4.18 Warranty	20
4.19 Rights of the City	20
SECTION 5: ATTACHMENTS	21
5.1 Attachment 1: RFP Checklist	21
5.2 Attachment 2: Functional Requirements	22
Appendix A - Standard Service Agreement Terms and Conditions	23

SECTION 1: RFP OVERVIEW

1.1 Organization Background

The City of Walnut Creek, located in the San Francisco Bay Area, is home to over 65,000 residents. The mission of the City's Arts, Recreation and Community Services (ARCS) Department is to create a better community through services that strengthen heart, mind and body. Our sustainable, universally acclaimed programs make Walnut Creek a great place to live, work and play.

The ARCS Department oversees programs and facilities associated with Aquatics, the Bedford Gallery, the Boundary Oak Golf Course, Civic Arts Education, the Leshner Center for the Arts, Public Art, Recreation Services, and Social Services. Programming includes arts and recreation fee classes, camps, youth and adult sports, aquatics, senior services, preschools, specialized recreation programs, theater productions and visual art exhibitions. In addition, the department manages facility rentals for a variety of locations, ranging from the Shadelands Art Center to the Tice Valley Community Gymnasium to individual picnic areas.

The Recreation Management System is used to manage registrations and memberships for arts education, aquatics and recreation programs, to manage facilities and rentals, and to track associated accounting and customer contact information for these programs. The Bedford Gallery, Boundary Oak Golf Course and Leshner Center for the Arts are managed through separate systems. **The selected Recreation Management System will manage more than 21,000 program registrations, 117,000 hours of facility rentals, and over \$5 million in program, membership and rental revenues for any given year.** The scope of program registrations and facility rentals that run through the Recreation Management System can be found in **Section 2.3 Current Level Of Use.**

1.2 Purpose of the RFP

The City is currently soliciting proposals for a Recreation Management System with real-time Internet Registration, to support the processes managed by ARCS, including but not limited to: program and class reservations, facility reservations (e.g. fields, gyms, community centers, picnic areas), memberships, league scheduling, aquatics management, point of sale, picnic reservations, senior programs (including trips), payment processing, customized reporting and any related professional services required to implement/train new users on the software.

The City currently uses CLASS software from ACTIVE Net for business needs including class registration, facility bookings, and point of sale transactions. See **SECTION 2: EXISTING ENVIRONMENT** for further details on the current system and level of use.

The City's objective is to establish a long-term relationship with a vendor capable of keeping current with recreation management industry trends and best practices. The vendor should be capable of supporting the City's current and future needs and committed to a highly responsive customer service approach and to the

constant evolution of the proposed Recreation Management System. The new system should strengthen the relationship between the City, our patrons, and partner organizations.

The selected vendor must be capable of providing all services, including training and user support, technical support and security, and back up and business continuity protocols. The City desires a single vendor for all services identified in the RFP. However, the City will consider alternates such as a prime vendor subcontracting with a third party service provider for a specific function.

1.3 Scope of Services

The scope of services should include all software, hardware and services required to support the implementation, data extraction and migration, and ongoing system functions.

As a minimum, the vendor's services are required to include the following:

- Onsite and Online Activity Registration, with associated transaction accounting
- Facility Management and Reservations, with associated transaction accounting
- Membership Management and Pass Validation, with associated transaction accounting
- Individual, Family and Organizational Account Management
- Cashiering and Point of Sale, with associated transaction accounting
- System Security, Redundancy and Ongoing Maintenance and Support
- Accounting and Finance coordination with City policies, including integration with Munis Software from Tyler Technologies
- Marketing Functions
- Instructor Management

Refer to **Section 5.2 Attachment 2: Functional Requirements** for additional details and explanation of needs.

1.4 Implementation Timeline

The City expects to begin implementation in early 2017, in preparation for the Fall 2017 registration quarter. **The system should be in place and live for Fall registrations beginning August 1, 2017.** Vendors should be prepared to propose a solution and approach that addresses this timeline.

1.5 RFP Schedule of Events

Table 1, RFP Schedule of Events, identifies the City’s best estimate of the schedule that will be followed. The City encourages vendors to carefully consider and plan according to the presented schedule of events.

Table 1 – RFP Schedule of Events

	RFP Event	Date
1	City Issues RFP	January 12, 2016
2	Deadline for Letter of Intent to Propose	January 26, 2016
3	Deadline for Written Questions and Comments	February 2, 2016
4	City Issues Responses to Written Questions and Comments	February 11, 2016
5	Deadline for Submitting a Proposal	February 23, 2016 by 4:00 PM (PST)
6	City Completes Evaluations	March 15, 2016
7	City Notifies Short-listed Vendors	March 22, 2016
8	Short-list Vendor Proof of Capabilities Presentations	April 11 – 29, 2016
9	Reference Checks	May 2016
10	City Determines Finalist & Contract Negotiations Begin	June 2016
11	Authorization of Award to Most Responsive Vendor	July 2016
12	Project Implementation Start Date	Early 2017
13	Go Live Date	No later than August 1, 2017

Proposers should be aware that short-listed vendors may be required to perform a full (possibly up to two (2) days) proof-of-capabilities (“POC”) demonstration to allow staff to fully understand the proposed solution. The POC is not intended to be a generic demonstration of the application, but rather a demonstration of specific product functionality deemed most critical to the City using scenarios provided by the City. **Proposers must be prepared to invest the time and resources in the POC to be successful in this procurement.**

Time is of the essence with respect to any of the deadlines set forth above. Notwithstanding the foregoing, the City reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the RFP Schedule of Events will be provided to all vendors that submitted a Letter of Intent to Propose.

1.6 Evaluation Criteria

The City will review all proposals received as part of a documented evaluation process. The sole purpose of the proposal evaluation process is to determine which solution best meets the City's needs. The criteria that will be used to evaluate proposals may include, but are not limited to the following:

- Understanding of City’s business purpose and needs
- Total cost, including application software, licenses, training, installation, support, maintenance, hardware, hosting or server costs, and annual fees
- Software features

- Seamless integration of system modules
- Ease of use by the customer, including mobile applications
- Implementation approach
- Technical compatibility, including integration with Munis Software by Tyler Technologies and the City's website
- Commitment to ongoing customer support post-implementation
- Future technology direction
- Past experience with similar organizations
- Client references, including satisfaction of prior/current clients

The City's ultimate acceptance of any proposal and its award of any contract will be based on a combination of the above-referenced evaluation criteria and a determination of the best overall value for the City.

1.7 RFP Coordinator & Questions Pertaining to the RFP

All communications concerning this RFP must be submitted in email to the RFP Coordinator, **Carolyn Jackson, ARCS Community Relations Manager**, at jackson@walnut-creek.org. The RFP Coordinator will be the sole point of contact for this RFP. Unauthorized vendor contact with anyone else in the City may result in disqualification of the vendor's bid.

Specific questions concerning the RFP should be submitted via email to the RFP Coordinator before the date identified in **Section 1.5 RFP Schedule of Events**. Vendor questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked.

All vendors who have notified the City of their intent to respond to the RFP will be provided, via email, with a copy of any question submitted and the answer given by the City per the RFP Schedule of Events. The City is not responsible for delayed or lost email, regardless of the cause.

1.8 Letter of Intent to Propose

Vendors who anticipate submitting a proposal should register by submitting an email to the RFP Coordinator (See **Section 1.7 RFP Coordinator & Questions Pertaining to the RFP**) indicating a vendor's intent to respond to this RFP. The following information must be included in the Letter of Intent to Propose.

- Vendor's Name
- Name and Title of main contact
- Address, telephone number, facsimile number and email address of main contact

Submittal of a Letter of Intent to Propose, by the specified deadline identified in **Section 1.5 RFP Schedule of Events**, is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP. The Letter of Intent does not bind vendors to submitting a proposal.

1.9 Proposal Preparation Cost

The City will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's company, qualifications, proposed solution, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired.

1.10 RFP Amendments and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue all or any part of the RFP at its sole discretion. If an amendment is issued, it will be provided to all vendors submitting a Letter of Intent to Propose. Vendors will respond to the final written RFP including any exhibits, attachments, and amendments issued by the City.

1.11 Proposal Submittal

Proposals are to be submitted in sealed packages by **4:00pm (PST) on February 23, 2016**. Proposers assume the risk of the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. A Proposer's failure to submit a proposal as required before the deadline may cause the proposal to be disqualified.

1.11.1 Proposers are required to submit **ONE (1) original, signed master, FIVE (5) hard copies and ONE (1) electronic copy** via email or file sharing system (such as Dropbox or Google Drive) to the addresses below.

The proposal package should be mailed, couriered, or hand delivered to the following address:

City of Walnut Creek
Attn: Carolyn Jackson
Arts, Recreation & Community Services Department
1666 North Main St
Walnut Creek, CA 94596

Submittal Email:

Carolyn Jackson
Jackson@walnut-creek.org

All proposals must be received by the City by 4:00pm (PST) on February 23, 2016. Proposals received after this time and date will be returned unopened. Postmarks will not be accepted as proof of receipt. Proposals submitted by fax will not be accepted.

1.11.2 Failure to comply with the requirements of this RFP may result in disqualification.

1.11.3 Signature of the proposal by the proposer constitutes acceptance by the proposer of terms, conditions, and requirements set forth herein.

1.11.4 Use the Submittal Checklist (**Section 5.1 Attachment 1: RFP Checklist**) to ensure that all required documents, forms, and attachments have been completed and submitted as instructed.

1.12 Organization of Proposal

The proposal must be organized into the following major sections. Specific instructions for each section are provided in **SECTION 3: DETAILED SUBMITTAL REQUIREMENTS** of this RFP. Any required attachments must be included in the proper section as indicated by the instructions.

Item Number	Item
1	Executive Summary and Introductory Material
2	Company Background
3	Proposed Software
4	Professional Services
5	Technical Information
6	Maintenance and Support
7	Sample Documents
8	Price Proposal

1.13 Public Records Law

Pursuant to the California Public Records Act (California Government Code Section 6250 et. seq.), public records may be inspected and examined by anyone desiring to do so. All submitted proposals are considered public records subject to disclosure. Financial records, including cost proposals, will not be considered confidential and are also subject to public disclosure.

SECTION 2: EXISTING ENVIRONMENT

2.1 Current Business Technology

The current Recreation Management System used by the City is CLASS version 7.0. Associated hardware includes:

- Membership card printer: Zebra P330i
- Receipt printers: Epson TM-T88V Model # M244A
- APG cash drawer Series 4000

2.2 Current Network Technology

The following table, Table 2 – Current Technology Standards, identifies current/anticipated technology standards for the City as of the proposed 2017 implementation of a new Recreation Management System. This information is provided as background information. While the City wants to maximize the use of its current Information Technology (IT) infrastructure, it is also looking to implement best practices regarding IT.

Proposers are required to specify requirements for their software to be installed on the City’s network.

Table 2 – Current Technology Standard

Technology	Current Standard
Database	SQL 2008 R2
Server OS	Server 2008 R2
Desktop OS	Win 7 32
Desktop Hardware	VDI Zero Clients
Office Productivity	Office 2010
Browser	IE (11 or older), Firefox, Chrome
Email Server/Client	Exchange 2008
Virtual Environment	VMWare for Servers and VDI
Storage Area Network (SAN)	EqualLogic
Authentication	AD

2.3 Current Level Of Use

The tables below summarize the estimated volumes of transactions and records associated with the application processing requirements and preliminary conversion requirements. **Volumes reflect FY15 (7.1.2014 – 6.30.2015) unless otherwise indicated.**

2.3.1 Registration, Facility, And Membership Volumes

Volume Description	Quantity	Estimated Annual Activity Volumes	Total Annual Revenue
Total Active Account Records (all time, as of 1.11.2016)	59,206		
Total Account Records with transactions on or after 7.1.2014 (current and previous FY)	13,908		
Total Organization/Business Records (all time, as of 1.11.2016)	2,397		
Program Registrations Processed FY15		21,300	\$3,365,004
*Facility Reservations FY15	62 Complexes 24 Parent Facilities 357 Facilities	117,890 hours	\$1,662,651
Memberships Sold FY15	2,388		\$27,805
Memberships Active FY15	5,625		
POS transactions FY15			\$258,737
Instructors (Contracted)	190		

***Examples: Complex = Heather Farm Park; Parent Facility = Picnic Areas; Facilities = Medium Picnic Area 1**

2.3.2 Transaction Breakdown

Transaction Type	Total for FY15 (7.1.2014 – 6.30.2015)
Cash	\$227,314
Check	\$1,672,370
Credit Cards	\$3,389,175
TOTAL	\$5,288,859

SECTION 3: DETAILED SUBMITTAL REQUIREMENTS

Proposers must assemble their proposals in strict adherence to the layout requirements identified in **Section 1.12 Organization of Proposal**. Failure to follow all proposal layout requirements may result in disqualification.

Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's company, qualifications, proposed solution, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired.

Proposals must address the following questions and contain the following Sections.

3.1 Executive Summary and Introductory Material

(Proposal Section 1.0) The introductory material must include the following items:

3.1.1 Title page with RFP name and number, name of the proposer, contact name, address, telephone number, email address, date

3.1.2 Proposal Transmittal Letter

The proposal must provide a written transmittal of the proposal in the form of a standard business letter. The Transmittal Letter will reference and respond to each of the following bulleted items. The **Proposal Transmittal Letter is limited to two (2) pages**.

- Signature of a company officer empowered to bind the vendor to the provisions of this RFP and any contract awarded pursuant to it.
- A statement of the vendor's credentials to deliver the services sought under the RFP.
- A statement indicating the proposal remains valid for at least 180 days.
- A statement that the vendor or any individual who will perform work for the vendor is free of any conflict of interest (e.g., employment by the City or any other existing business relationship or arrangement with a City official or employee regarding this RFP).
- Identify any exceptions that the vendor wishes to take from the City's standard services terms and conditions as found in Appendix A.

3.1.3 Complete Section 5.1 Attachment 1: RFP Checklist

3.1.4 Table of Contents

3.1.5 Executive Summary, limited to two (2) pages, summarizing the proposal. The summary should contain as little technical jargon as possible and be oriented toward non-technical personnel.

3.2 Company Background

(Proposal Section 2.0) Each proposal must provide information about any firm involved with this proposal including the software vendor, implementation vendor, and/or any third party vendors so that the City can evaluate the proposer's stability and ability to support the commitments set forth in response to the RFP. The City, at its discretion, may require a proposer to provide additional supporting documentation or clarify requested information. **The Company Background section is limited to three (3) pages.**

3.2.1 Company Background

In this section, please indicate:

- Vendor's experience and history providing recreation management systems/services.
- The approximate number of customers using vendor's Recreation Management Software in the U.S.
- An organization name list of all active customers within the state of California. Contact information is not necessary.
- The number of new customers (original go-lives) implementing the proposed applications in each of the last three (3) calendar years.
- Location of company headquarters and location of the nearest office/representative to the City.

Include any additional information that shows your company's ability to bring the project to a successful conclusion.

3.2.2 References

Include **three (3) public sector references** for the software that are recent and where the project scope (transaction volume, characteristics, and use of modules/functionality) was similar to the City's RFP. These should be sites where the proposed software was installed, fully implemented, and is "live."

Please provide the following information:

- Name of Client
- Project Manager/Contact
- Telephone number
- Email address
- Client website
- Brief summary of project
- Functionality installed (Registration, Facility Management, POS, etc.)

3.3 Proposed Software

(Proposal Section 3.0) Provide the following information about the software proposed in response to the City's RFP and the City's functional requirements. This section is **limited to five (5) pages plus the full Section 5.2 Attachment 2: Functional Requirements** document.

3.3.1 List and describe all proposed software modules. Proposer must explicitly state the software module name and versions that are proposed.

3.3.2 Complete Section 5.2 Attachment 2: Functional Requirements

- Responses to the functional requirements should be completed to identify both the capability of the software and the scope of the implementation.
- The requirements listed in **5.2 Attachment 2: Functional Requirements** are listed as 'Required (R)' or 'Optional (O)'. Please keep those distinctions in mind when identifying the capability of the software to meet the requirements.
- Failure to provide some requirements or excluding some requirements from scope will NOT eliminate the proposer from contention. The City will evaluate the proposal as a whole including price/value comparisons when evaluating proposals.
- The functional requirements responses submitted will become attached to the software license and implementation services contract. Proposers are expected to warrant both software and implementation of all positive responses.

3.4 Professional Services

(Proposal Section 4.0) This section should describe the proposed professional services for both implementation and training. This section is **limited to five (5) pages**.

3.4.1 Provide a detailed **plan for implementing the proposed system**. Included in the plan should be:

- Description of proposed project management services
- Description of proposed services for functional configuration and implementation of the system
- Description of proposed services to assist with technical aspects of the implementation
- Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training and web training services for the core project team, end users, and IT personnel (if required)

3.4.2 Explain **the proposed vendor staffing** for the project including:

- Proposed team structure that the vendor will have assigned to the project
- Role of each team member
- Approximate dedication to the project of each resource and approximate time work will be completed on-site vs. off-site

3.4.3 Explain the **expected City staffing** for the project including:

- Anticipated amount of staff time allocated to the project
- Key responsibilities
- Assumptions about prior skills/competencies of resources

3.4.4 Define the approach to the **extraction, transformation and loading of existing City data** to the new Recreation Management System.

3.4.5 Describe any experience/potential to **interface with the City's enterprise resource planning and financial system, Munis software from Tyler Technologies**. (The City currently uses Cayenta for financial management. Implementation of the Munis software is planned for 2016, with approximate go live date of core financials in October 2016. For the purposes of the proposal, vendors should assume the Munis software will be live during 2017 implementation of a new Recreation Management System).

3.5 Technical Information

(Proposal Section 5.0) This section should identify any system requirements that are necessary to run the system. This section is **limited to five (5) pages**.

3.5.1 Identify all **technical requirements** to run the system as proposed, including workstation and server requirements.

3.5.2 Describe the **hosting options** for the system.

3.5.3 Describe the **security features** of the system, including PCI compliance.

3.6 Maintenance and Support

(Proposal Section 6.0) The proposal must specify the nature of any post-implementation and on-going support provided by the vendor including the following. This section is **limited to five (5) pages**.

- Support services – hours, types, availability of assistance, etc.
- Access to training tools
- Escalation procedures
- Staff experience
- Staff size and allocation of duties (i.e. do employees split time between roles such as support and development)
- Determination process for future releases and training
- Upgrade/future release support
- Any additional services/support not covered by the maintenance contract, including associated rates for those services

3.7 Sample Documents

(Proposal Section 7.0) Proposers should include sample copies of the following documents. Although they are sample forms, the documents must contain all material terms so that the City can fairly evaluate the proposer's forms. If one master agreement serves multiple purposes (e.g., licensing and maintenance), it can satisfy the submittal required for both.

- 3.7.1 Sample software licensing agreement
- 3.7.2 Sample maintenance agreement
- 3.7.3 Sample implementation services agreement
- 3.7.4 Sample hosting agreement (if applicable)

3.8 Price Proposal

(Proposal Section 8.0) Proposers should submit their price proposal that includes **pricing for all products and services identified in the proposal reflecting an estimated five (5) year cost**. Show costs separately for each of the five years for each cost element, as well as a total five year cost of ownership. This section is **limited to seven (7) pages**.

If any components of the proposal are "optional" and not included in the summary or total price, those features must be clearly labeled as "optional" in the proposal. All "optional" items not included in the total price must identify a price separately.

3.8.1 Annual Product Pricing

In this section, please define the pricing structure for the associated software costs, which includes license fees or other pricing methods, and other required features such as maintenance, upgrades, consultation and support fees. Utilize **Section 2.3 Current Level Of Use** as appropriate for estimating product pricing.

3.8.2 Internet and eCommerce Pricing

This section of your response should define all fees associated with online registration and include credit card processing fees.

3.8.3 Implementation and Training Pricing

Please indicate the total estimated cost for implementation and initial training. Separately, list your price for further/future training (either on-site or virtual) stating number of hours/days, rate per hour/day, travel costs and any other related on-site training costs as applicable.

3.8.4 Hardware Costs and Additional Products

Include and itemize any costs associated with any hardware products required. Reference **Section 2.1 Current Business Technology** for a listing of existing hardware and indicate if existing hardware can be used with your system. Separately, itemize any costs associated with other products (integration tools, developmental tools, software, etc.) that you believe are required in order to implement and efficiently operate the new Recreation Management System.

3.8.5 Invoicing

Describe your proposed fee schedule and terms. Indicate payment terms in regard to any available

percentage discount for early payment. This section of your response should define the project milestones and corresponding progress billing schedule.

3.8.6 Remittance of Payments

Outline how revenue is deposited in the City's bank account and the frequency.

SECTION 4: GENERAL REQUIREMENTS

4.1 Collusion

By submitting a response to the RFP, each vendor represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the vendor has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the vendor has not in any manner colluded to secure any improper advantage over any other person submitting a response.

4.2 Gratuities

No person will offer, give or agree to give any City employee or its representatives any gratuity, discount, offer of employment, or other financial advantage in connection with the award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount, offer of employment, or other financial advantage in connection with a City contract.

4.3 Required Review and Waiver of Objections by Vendor

Vendors should carefully review this RFP and all attachments, including but not limited to the Standard Master Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the City no later than the "Deadline for Written Questions and Comments" detailed in the Table 1, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Written Questions and Comments.

4.4 Proposal Withdrawal

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator (**Section 1.7 RFP Coordinator & Questions Pertaining to the RFP**). After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

4.5 Proposal Errors

Vendors are liable for all errors or omissions contained in their proposals. Vendors will not be allowed to alter proposal documents after the deadline for submitting a proposal.

4.6 Incorrect Proposal Information

If the City determines that a vendor has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the vendor knew or reasonably should have known was materially incorrect, that proposal may be determined non-responsive, and the proposal may be rejected at the City's sole discretion.

4.7 Right to Refuse Personnel

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. The City reserves the right to interview and approve vendor's key staff. Vendor's staff may be subject to the City's background and drug testing processes at any time.

4.8 Proposal of Additional Services

If a vendor indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

4.9 Licensure

Before a contract pursuant to this RFP is signed, the vendor must hold all necessary, applicable business and professional licenses, including, but not limited to, a City of Walnut Creek Business License. The City may require any or all vendors to submit evidence of proper licensure.

4.10 Conflict of Interest and Proposal Restrictions

By submitting a response to the RFP, the vendor certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, gifts, or other compensation in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the vendor in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other vendors, and said individual, company, or other entity may not submit a proposal in response to this RFP.

4.11 Contract Negotiations

After a review of the proposals and completion of the reference checks, interviews, and demonstration, the City intends to enter into contract negotiations with the selected vendor. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City may open negotiations with the next ranked vendor or reject all proposals and reissue the RFP.

4.12 Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Vendors must comply with all of the terms of this RFP and all applicable State laws and regulations.

Vendors may not restrict the rights of the City or otherwise qualify their proposals. If a vendor does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the vendor from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any vendor to strict compliance with the RFP.

4.13 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (California Government Code Section 6250 et. seq.). By submitting a proposal, the vendor acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection. If a vendor submits an entire proposal marked confidential, it will be considered non-responsive.

Each vendor should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a vendor submits, is a trade secret. If a request is made for information marked "confidential", the City will provide the vendor who submitted such information with reasonable notice to allow the vendor to independently seek protection from disclosure by a court of competent jurisdiction.

4.14 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and vendors will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.15 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal will be incorporated into the final contract.

4.16 Proposal Amendment

The City will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the City.

4.17 Consultant Participation

The City reserves the right to share with any consultant of its choosing this RFP and proposal responses in order to secure a second option. The City may also invite said consultant to participate in the Proposal Evaluation process.

4.18 Warranty

The selected vendor will warrant that the proposed solution will conform in all material respects to the requirements and specifications as stated in this RFP and as demonstrated during the evaluation process. In addition, the requirements as stated in this RFP will become part of the subsequent agreements.

4.19 Rights of the City

The City reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals
- Issue subsequent Requests for Proposals
- Postpone opening proposals if necessary for any reason
- Remedy errors in the Request for Proposal process
- Approve or disapprove the use of particular subcontractors
- Negotiate with any, all, or none of the vendors
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposals
- Enter into an agreement with another vendor in the event the originally selected Vendor defaults or fails to execute an agreement with the City
- An agreement will not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the vendor.

SECTION 5: ATTACHMENTS

5.1 Attachment 1: RFP Checklist

Proposal Item #	RFP Section	Item	Submitted
1.0	3.1	Executive Summary and Introductory Material	
	3.1.1	Title Page	
	3.1.2	Proposal Transmittal Letter	
	5.1	Attachment 1 (RFP Checklist)	
	3.1.4	Table of Contents	
	3.1.5	Executive Summary	
2.0	3.2	Company Background	
	3.2.1	Company Background	
	3.2.2	References	
3.0	3.3	Proposed Software	
	3.3.1	Description of proposed software modules	
	5.2	Attachment 2 (Functional Requirements)	
4.0	3.4	Professional Services	
	3.4.1	Implementation plan	
	3.4.2	Proposed vendor staffing	
	3.4.3	Expected City staffing	
	3.4.4	Data extraction and loading	
	3.4.5	Financial system interface	
5.0	3.5	Technical Information	
	3.5.1	Technical Requirements	
	3.5.2	Hosting options	
	3.5.3	Security features	
6.0	3.6	Maintenance and Support	
7.0	3.7	Sample Documents	
	3.7.1	Sample software licensing agreement	
	3.7.2	Sample maintenance agreement	
	3.7.3	Sample implementation services agreement	
	3.7.4	Sample hosting agreement (if applicable)	
8.0	3.8	Price Proposal	
	3.8.1	Annual Product Pricing	
	3.8.2	Internet and eCommerce Pricing	
	3.8.3	Implementation and Training Pricing	
	3.8.4	Hardware Costs and Additional Products	
	3.8.5	Invoicing	
	3.8.6	Remittance of Payments	

5.2 Attachment 2: Functional Requirements

See separate Excel Workbook titled *Attachment 2 Functional and Technical Requirements*.

Appendix A - Standard Service Agreement Terms and Conditions

It is recognized that the formal basis of any agreement between the City and the vendor is a contract rather than a proposal. In submitting proposals, Vendors must indicate that they are prepared to complete the City's Agreement for Services as presented on the following pages. The RFP, vendor's proposal, and interview/demonstration results will become part of the agreement between the City and the successful vendor.

The selected vendor will be expected to accept these terms and conditions unless they otherwise take exception in their proposal.

**City of Walnut Creek
MASTER SERVICES AGREEMENT**

THIS AGREEMENT is entered into as of _____, 201_, by and between the City of Walnut Creek, a California municipal corporation (“City”), and _____ (“Contractor”).

RECITALS

- A. The City wishes to contract for the provision of services, as further described in this Agreement.
- B. Contractor has submitted a proposal for said services which City staff has reviewed and found acceptable.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the City and Contractor agree as follows:

AGREEMENT

1. **Services.** Subject to the terms and conditions set forth in this Agreement (“Agreement”), Contractor shall provide all services described in the City’s Request for Proposal # 2014-611-6220-01, including any amendments or addendums thereto, and in Contractor’s proposal dated _____, 201_, including any amendments or addendums thereto. All of the above-mentioned documents are intended to complement each other such that any work called for in one document, and not mentioned in the other documents, or vice versa, is to be executed the same as if mentioned in all of said documents. The time of performance of the services under this Agreement is important to the City, and all time deadlines identified in this Agreement shall be strictly construed.

2. Compensation and Payment.

a. Compensation. For and in full consideration of the full and successful performance of the obligations of this Agreement, City agrees to pay Contractor and Contractor agrees to accept from City as full compensation for said services the amount of \$_____.

b. Payment. Progress payments shall be billed as set forth in Contractor’s proposal. Contractor shall submit monthly invoices addressed to the City. Each bill should include a summation of work performed and work remaining to complete the scope of work.

3. Term; Termination.

a. Term. This agreement shall become effective on _____, 201_. Further, Contractor shall perform all the services described herein by _____, 201_. (No more than one year) The City reserves the right to extend the term of this Agreement for two (2) additional one year terms with thirty (30) days advance written notice of its intention to extend said agreement for an additional term. If extended, the Contractor shall continue to be bound by the terms and condition of this Agreement. Contractor shall not be entitled to, and shall not commence any work hereunder unless and until the City issues a written notice to proceed to Contractor.

b. **Termination.** Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may provide written notice of such default and, in the event Contractor fails to cure such default to the reasonable satisfaction of the City within seven (7) days, City may immediately terminated this Agreement. Notwithstanding the foregoing, City may terminate this Agreement at any time for any reason whatsoever upon thirty (30) days written notice to the Contractor. Upon any termination of this Agreement, Contractor shall stop work at the stage directed by City and shall deliver all drawings, specifications and documentation developed as of said stage. Contractor shall accept as full payment for services rendered to the date of termination a pro rata share of the total Agreement payment based on the portion of work actually performed.

4. **Professional Efforts; Responsible Personnel.** Contractor shall perform all services required under this Agreement according to the standards observed by a competent practitioner of the profession in which Contractor is engaged. All products that Contractor delivers to City shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. The City shall be the sole judge as to whether the product of the Contractor is satisfactory. Contractor shall be liable and, upon demand, shall reimburse City for additional costs incurred by the City as a result of Contractor's errors or omissions.

Contractor represents that it and its employees are fully qualified to perform the services under this Agreement. Contractor represents and warrants to the City that Contractor has, and at all times during the performance of this Agreement shall, maintain all licenses, permits, qualifications, and approvals that are required for Contractor to practice Contractor's profession. Contractor shall assign only competent personnel to perform services under this Agreement. If the City, in its sole discretion, at any time, desires the removal of any person or persons assigned by Contractor to perform services under this Agreement, Contractor shall remove any such person immediately upon receiving notice from the City.

Contractor shall, at its sole cost, expense, and liability; furnish all facilities and equipment that may be required for furnishing services under this Agreement.

5. **Independent Contractor.** Contractor, its agents, employees and independent contractors are and shall at all times remain as to the City wholly independent contractors. Neither the City nor any of its officers or employees shall have any control over the manner by which the Contractor performs this Agreement and shall only dictate the results of the performance. Contractor shall not represent that Contractor or its agents, employees or independent contractors are agents or employees of the City. Contractor is responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Contractor shall obtain no rights to retirement benefits or other benefits that accrue to City's employees, and Contractor hereby waives any claim it may have to any such rights.

Except as the City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of the City or to bind the City to any obligation.

6. **Interest of Contractor.** Contractor (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the geographical areas likely to be covered by this Agreement, or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's services under this Agreement. Contractor further covenants and represents that, in the performance of its duties; no person having any such interest shall perform any services under this Agreement.

7. **Accounting Records.** Contractor agrees to maintain all records and other evidence pertaining to costs incurred and work performed under this Agreement, and shall make them available at the Contractor's office during the Agreement period and thereafter for a period of three (3) years from the date of receipt of final payment.

8. **Ownership of Documents and Data.** All data, maps, photographs, and other material collected or prepared under this Agreement, and all documents of any type developed or obtained by Contractor in the performance of this Agreement, shall become the property of the City. Any re-use of designs without Contractor's written authorization will be at the City's risk.

9. **Indemnification.** Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Contractor's performance of or failure to comply with any of its obligations under this Agreement, except to the extent caused by the sole negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Contractor" means the Contractor, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 10 relating to insurance.

10. **Insurance.** Contractor shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
- (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- (4) Errors and omissions/Professional liability insurance for all design professionals such as architects, landscape architects or engineers.

b. Minimum Limits of Insurance. Contractor shall maintain policy limits of no less than:

- (1) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be double the aggregate, with completed operations coverage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) **Worker's Compensation and Employers Liability:** Worker's Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.

(4) **Errors and Omissions/Professional Liability:** \$1,000,000 per claim and annual aggregate. If Contractor maintains higher limits than the minimum required by this contract, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

c. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. **Other Insurance Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

(1) **General Liability and Automobile Liability Coverage.**

(a) The City, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

(b) Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

(d) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) **Worker's Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Contractor for the City.

(3) **Errors and Omissions/Professional Liability Coverage.** Contractor's insurance shall include minimum Extended Reporting Period Coverage of three years.

e. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

f. Verification of Coverage. Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

11. **Miscellaneous provisions.**

a. Notice. Any notice to be given under this Agreement shall be given by enclosing it in a sealed envelope, first-class postage prepaid, and depositing it in the United States mail, addressed to the party at the following address. Notice shall be deemed received three business days after mailing, or upon personal delivery.

CITY: City of Walnut Creek
Attn: Carolyn Jackson, Community Relations Manager
Arts, Recreation & Community Services
1666 North Main Street
Walnut Creek, CA 94596

CONTRACTOR: _____

b. Assignment. This Agreement contemplates the personal services of Contractor and its employees and it is understood by both parties that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Contractor shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the City.

c. Business license. Contractor shall obtain a City business license before beginning work under this Agreement.

d. Prohibited Interests. No officer or employee of the City shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the City if this provision is violated.

e. Governing Law; Venue. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in the County of Contra Costa, California.

f. Incorporation. The Preamble, the Recitals, Exhibits and all defined terms set forth in both are incorporated into this Agreement by this reference. If there is a conflict between the body of this Agreement and an exhibit prepared by Contractor, the body of the Agreement shall control.

g. Severability. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

h. Authority. All parties executing this Agreement represent and warrant that they are authorized to do so.

i. Entire Agreement; Amendments. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

j. Non-waiver. A party's waiver of any term shall not be deemed a continuing waiver or a waiver of any other term.

k. Counterparts. This Agreement may be executed in counterparts.

12. Signatures.

<p>CITY OF WALNUT CREEK</p> <p>By: _____ City Manager</p> <p>By: _____ ARCS Director</p> <p>Approved as to form:</p> <p>_____ City Attorney</p>	<p>CONTRACTOR</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p> <p>City business license # _____</p>
---	--