



SHAKOPEE

PARKS AND RECREATION

City of Shakopee
Parks and Recreation Department

REQUEST FOR PROPOSAL FOR RECREATION MANAGEMENT SOFTWARE SOLUTION

2/17/2021

Submission Due Date:
March 12, 2021

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1. Timeline

TIMELINE		
Solicitation		
	Release of RFP	February 17, 2021
	Vendor Questions Due	February 26, 2021 at 3:00 PM CST
	Response (Addenda) Issued	March 3, 2021 at 3:00 PM CST
	Submissions Due	March 12, 2021 at 3:00 PM CST
Evaluation		
	Finalists Notified	March 19, 2021 (tentative)
	Demonstrations (if necessary)	Week of March 22-26 (tentative)
	Notification to Successful Respondent	April 2021 (tentative)
Negotiation		
	Final Contract Negotiations Complete	April 2021 (tentative)
Award		
	Committee/Board Dates or Notice to Proceed	May 2021 (tentative)
Implementation		
		June 2021-September 2021(tentative)

Details of Timeline

QUESTION & RESPONSE PERIOD: There is one acceptable method for submitting questions regarding this RFP. All questions must be submitted in writing via email to the Authorized Shakopee Parks and Recreation representative (Jay Tobin at jtobin@shakopeemn.gov) by the date and time stated in the Timeline above.

All responses, revisions or modifications to the RFP shall be made by addendum and posted on the City Website on or before the date and time stated in the Timeline above. All addenda must be acknowledged on the Proposal form. Responders should regularly check the City Website for updates.

VENDOR INTERVIEWS: As part of the vendor selection process, Shakopee Parks and Recreation may invite selected vendors to clarify and answer questions regarding their proposal. Based on the current project schedule, we expect that these interviews will be held within the date range stated in the Timeline above. Vendors, if selected as a finalist, will be required to make themselves available onsite at Shakopee Parks and Recreation or via a video conferencing platform for these interviews.

PROPOSAL SELECTION COMMUNICATION: Based on the current project schedule, Shakopee Parks and Recreation expects that the final proposal selection, contract negotiation, statement of work drafting, and contract execution will be completed on or about the dates stated in the Timeline above. Fluctuations may occur as this process is complex. If you are selected to begin negotiations, Shakopee Parks and Recreation will contact you via email. All other vendors will not be notified until a contract has been fully executed. Respondents may inquire about the status of the project via email to the Authorized Shakopee Parks and Recreation representative; however, until a contract is executed, the status remains in the evaluation stage.

2. Statement of Purpose

The purpose of this RFP is to solicit vendor proposals that will be used to select software and a professional services vendor or group of vendors to provide Shakopee Parks and Recreation with a computerized system to be called the Recreation Management Software System that will assist in the performance of its duties. The Recreation Management Software System must include city-operated components and web-based self-service components that will support outdoor shelter reservations, indoor facility reservations, program registrations, memberships, equipment rental, cancellations, permits, ticketing, passes, email confirmations, point of sale, credit card authorization, integration with city financial systems, parks information, and operational and management reports.

Shakopee Parks and Recreation's preference is to purchase a single software package that addresses all the requirements outlined in this RFP and will also consider multiple solutions from a single vendor or a series of vendors. If multiple vendors are involved, it is preferred that one vendor is the primary proposer and contractor. If multiple solutions are involved, it must be shown that the systems can be integrated and do not require duplicate data entry between the modules and/or packages. It is Shakopee Parks and Recreation's preference that any software

proposed is currently implemented and operational in at least three installations like Shakopee Parks and Recreation in type, size, and operation.

Proposals must also include professional services to implement the proposed application software modules. These services, which are outlined in detail in this RFP, include software delivery, installation and configuration, software modification/development, project management, system integration development, data migration/conversion, documentation, training, software maintenance and support services.

SECTION II: SCOPE OF SERVICES

Shakopee Parks and Recreation seeks a user-friendly, flexible, and integrated system(s) to support all functions related to complete operation of Shakopee Parks and Recreation's Facilities and Program Registration as described previously. Following are key objectives of a system(s).

1. Technology.

Capitalize on technology to improve efficiencies for City operated and self-service single- point data entry, utilize graphical views of park facilities (picnic shelters, etc.) to identify availability and site characteristics, as well as a starting point to make or cancel reservations, and integrate with other software, such as cashiering and financial tracking and reporting.

2. Security, Audits and Statistics.

Complete change history for audit trails and performance statistics throughout system(s). Restrict data access and data editing by user and data elements.

3. Ease of use.

System(s) have user-friendly, customizable screens, user-defined fields, dynamic field labels, on-line help, and table-driven business rules with effective dates to respond to seasonal rate changes and other Shakopee Parks and Recreation process improvements.

4. Reporting and data exchange.

System(s) need to generate and schedule recurring reports, as well as ad-hoc reporting for timely response to research and analysis needs. System(s) needs ability to process data imports while maintaining data integrity and produce data exports in required formats. System(s) must allow for batch and on-demand printing of special forms, such as facility and equipment rental agreements and statements with user-defined selection criteria and print data. The ability to collect electronic signatures for agreements and waivers is preferred.

5. Inquiry.

System(s) need to retain historic data, including changes throughout (s), for unlimited number of years, with user-defined search criteria. System(s) need the ability to control and release data separately for customer departments and public inquiry.

6. Cashiering.

Cashiering functions must be integrated throughout system(s) for all payment types and include peripheral devices, such as printers, validators, and cash drawers, with daily balancing, reporting and interface to financial systems. Ideally, the system(s) should accommodate the potential for an enterprise-level standardized online payment facility. Include details of credit card processing organizations that your system works with and detail the costs associated with each, including the cost per transaction.

A. REQUIRED PROJECT INFORMATION

It is the intention of Shakopee Parks and Recreation to enter into a contract with the successful vendor to provide professional services and software. Each proposal must include detailed plans stating how it intends to perform the services required and identify the schedule (including tasks, milestones, estimated timetable and costs, including travel costs) for the project.

- Project plan items that must be addressed in the proposal are:
 - A definitive fixed price for all components and services including:
 - License fees for the proposed application software
 - Modification to the software if needed to meet City requirements
 - System integration and conversion costs
 - Implementation costs
 - Travel costs
 - Annual maintenance costs
 - Annual hosting costs (if the application is hosted by the vendor)
 - A “not to exceed” contract price
 - Project milestones
 - A “deliverable-based” payment schedule
 - Training costs
 - Recommendation for the hardware required for operating the proposed system
 - Penalties for late product delivery

B. PROPOSED SOLUTION

The proposed application will be supported by the proposing vendor. Shakopee Parks and Recreation requires the following information:

- Shakopee Parks and Recreation requires completing the Technical Questionnaire.

C. 24/7 Requirements

It is expected that access to the proposed system be provided on a 24/7 basis. The hardware and software used to support Recreation Management Software System must be designed to minimize downtime and with adequate redundancy and failover capabilities to

automatically recover from potential system problems and maintain an availability of 99.9% uptime.

D. A Test Environment will be required

Whether the application is hosted or non-hosted, Shakopee Parks and Recreation will require a test environment, to be used by City staff to test new aspects of the system.

E. Performance Considerations

The proposed Recreation Management Software System solution must be designed to meet minimum application performance standards ensuring that all inquiry and update transactions will be completed with a response time of less than three seconds when implemented on the hardware configuration defined by the selected vendor.

F. Proposal Pricing Layout

The proposal must include a pricing list to include all product, service, and equipment fees. Vendor is requested to format the software and services pricing so that the following modules are presented:

Modules/Components:

- Account/Client Management
- Activity/Program/Event Registrations
- Facility Reservations
- Membership/Pass Management
- Point of Sale/Inventory Management
- Ticket/Permit Sales
- Rental Equipment
- Shelter/Outdoor Field Reservations/Management
- Communications/Marketing/Email Management
- Reporting & Financial Management
 - Payment Processing Interface
 - Gift Card Sales
 - Audit and transaction history
 - Invoicing/Deposits
- Responsive Technical Support
 - 24/7 support
- Facility Maintenance (optional)
- Customizable Reporting (optional)
- Activity Brochure Interface (optional)

Ongoing Service and Support:

Propose any necessary upgrade and maintenance services including environment management (such as development, test, and production) for all packaged and custom application software, and the date it will start, including the locations from which the services will be provided. Propose services for software updates and enhancements to application and other software. Provide information on the frequency of new releases and new versions.

Additional Criteria:

- Training database
- Allows for minimum of 20 concurrent users
- Electronic signatures for agreements/waivers (Integration with DocuSign preferred)
- Solution will be required to interface with City of Shakopee's ERP application JD Edwards for uploading income reports and financial receipting
- Software is accessible and easily viewable via all modern web browsers, including those on mobile platforms
- Customer online options for self-service (programs, rent facilities, memberships, ticketing/passes, equipment rental)
- Online "real time" access to database
- Responsive technology for mobile devices, smart phones, and tablet viewing
- PCI compliance (must be 3.2 standard) and updates
- If hosted, specify recovery/high availability solutions associated with the application
- Gateway and/or Credit Card Processor integration with refund windows of 120 days or more (preferred)
- Client communication via email and links to social media (preferred)
- Integration with City's website through Granicus (preferred)
- Ability to integrate with self-use kiosk (preferred)

Shakopee Parks and Recreation reserves the right to select modules from different vendors.

SECTION III: ELIGIBLE RESPONDENTS

Eligible respondents must include, at a minimum, three references of similar-sized facilities where the Vendor provides the same or similar service as required by this RFP. Included should be the name of the facility, a short description of the contracted services, and the name, address, and telephone number of the contact person for that reference.

Respondents must disclose and rectify all outstanding monitoring and/or audit concerns from any of the respondent's other contracts prior to receiving a contract resulting from this RFP. Additionally, respondents must disclose any legal judgments, claims, arbitration proceedings, lawsuits or other legal proceedings pending or outstanding (unresolved) against the organization, its owners, officers, or principals.

Respondents are expected to have the technical competence, knowledge and expertise in management and administration, the professional staff, and the administrative and fiscal management systems to accomplish the scope of work and the goals and objectives stated in this RFP and must meet high standards of public service and fiduciary responsibility. Respondents are responsible for being knowledgeable of all laws, regulations, rules, and policies of the specific funding sources involved and applying them in developing the RFP response.

1. Performance Expectations – Minimum Service Requirements

- Responsive technical, administrative, and financial support
- Redundant solutions to eliminate system down time
- Full PCI compliance – (must be 3.2 standard) include upgrades as necessary to maintain compliance
- Security of customer and financial information
- Meeting all agreed upon implementation milestones
- Consistent system updates to enhance user and customer experience

1. Contract Development & Term

Shakopee Parks and Recreation reserves the right to negotiate further with one or more vendors. The content of the RFP and the successful vendor's proposal(s) will become an integral part of the contract but may be modified by the provisions of the contract. By submission of proposals pursuant to this RFP, vendors acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.

A proposal in response to an RFP is an offer to contract with Shakopee Parks and Recreation based upon the terms, conditions, scope of work and specifications contained in Shakopee Parks and Recreation's RFP. If the selected vendor fails to sign and return the Contract Documents within 15 days following the receipt thereof, Shakopee Parks and Recreation may cancel the award. Upon cancellation of the award, Shakopee Parks and Recreation may then award the contract to a different vendor. Shakopee Parks and Recreation retains the right not to make any subsequent award.

Further, all vendors, by submitting proposals, agree that they have read, are familiar with all the terms and conditions of the different documents making up the Contract Documents, and will abide by the terms and conditions thereof.

The price included in the RFP response will be the price evaluated. There will NOT BE AN opportunity for a best and final. Responders shall include their best prices in their initial response.

Shakopee Parks and Recreation has the right to use, as Shakopee Parks and Recreation determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP, the proposal, and the contract.

The successful proposal shall be incorporated into the resulting contract and shall be a matter of public record subject to the provisions of Minnesota law.

The initial contract will be for a three-year period with an option to renew for an additional two-year period. Shakopee Parks and Recreation shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right.

1. General Submission Information

Submissions must be submitted by no later than 3:00 PM CST on Friday, March 12, 2021. Proposals must be submitted to the Authorized City representative.

Email your proposal to Shakopee Parks and Recreation's authorized representative with the Project Name listed in the subject line. If unable to email proposal, contact the authorized representative to make other arrangements. jtobin@shakopeemn.gov

To be considered, respondents must submit a proposal along with other supporting documentation in accordance with the instructions in this RFP. When evaluating a proposal, Shakopee Parks and Recreation will consider how well the respondent has complied with these instructions and provided the required information.

Respondents may contact only the Authorized City Representative by email at jtobin@shakopeemn.gov during the Q&A period to request clarification that may be needed to comply with these instructions. Questions will be accepted by email only and will be responded to by addenda which is posted on the City website.

Respondents may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified in a separate Exceptions section of the proposal and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for Shakopee Parks and Recreation, and a description of the advantage to be gained or disadvantages to be incurred by Shakopee Parks and Recreation as a result of these exceptions. Suggested language is permissible.

All information deemed proprietary or confidential shall be clearly identified in a separate Confidential section of the proposal with written explanations provided as to how it is deemed proprietary or confidential as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37.

2. Proposal Checklist

All proposals must contain the following documents:

- ☐ Cover Page (1 Page)
- ☐ Table of Contents (1 Page)
- ☐ Executive Summary (no longer than 1 page)
- ☐ Proposal Narrative – includes personnel helping with project
 - Describe your proposed Solution
 - Include your proposed Maintenance and Service/Support Model
- ☐ Proposed Project Plan and Timeline
- ☐ Proposed Project Cost including all product, service and equipment fees
- ☐ Provide Sample Reports
- ☐ References from similar projects in scope and size
- ☐ Exceptions (clearly identified)
- ☐ Confidential or Proprietary Information per Minnesota Law (identified separately)
- ☐ All required documents (i.e.: Proposal Form, Technical Questionnaire, proof of PCI Compliance, Vendor Acceptable Use Form)

1. **Evaluation & Selection Process**

Shakopee Parks and Recreation has developed a subcommittee whose members include individuals from Shakopee Parks and Recreation and other appropriate City Departments that will be responsible for reviewing proposals. This committee will be comprised of individuals who have no fiduciary interest in bidding for funding under this RFP. Documents may be examined by other agencies and consultants of Shakopee Parks and Recreation. Any response that takes exception to any mandatory items in this Proposal Process may be rejected and not considered. Subcommittee members will review and score proposals according to the criteria specified in this RFP. Final award decisions will be made by Shakopee Parks and Recreation.

Criterion and Point Value (100 total)

- Knowledge and experience (25 points) – specific experience with operations similar in size, scope to Shakopee Parks and Recreation.
- Overall quality of the technical proposal (40 points), including:
 - Maintenance and support functions for the services, software and hardware provided.
 - Ability to meet City’s requirements and needs
- Pricing (15 points)
- Planned Project Schedule (10 points)
- References (10 points)

Respondents may be required to deliver a presentation to the RFP review committee.

1. Proposal Terms and Conditions

1. All proposals shall be submitted on the proper proposal forms. All blank spaces on the proposal must be filled in, in ink or typewritten, and the proposal form must be fully completed and signed when submitted. All proposals by corporations shall bear the official seal of the corporation, if applicable, along with the signature of a duly authorized officer of the corporation.
2. Shakopee Parks and Recreation is not responsible for any costs incurred by the vendor to prepare or submit a proposal, vendor interview, or for any other cost to the vendor associated with responding to this RFP.
3. All proposals submitted on time become the property of Shakopee Parks and Recreation upon submission and the proposals will not be returned to the vendors. By submitting a proposal, the vendor agrees that Shakopee Parks and Recreation may copy the proposal for purposes of facilitating the evaluation or to respond to requests for public records. The vendor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party, including copyrights.
4. Pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.591, the names of all entities that submit a timely proposal to Shakopee Parks and Recreation will be public once the proposals are opened. All other information contained in the proposals remains private until Shakopee Parks and Recreation has completed negotiating a contract with the selected vendor. After a contract has been negotiated, all information in all proposals received is public information except "trade secret" information as defined in Minnesota Statutes Section 13.37.

Requests by the public for the release of information held by Shakopee Parks and Recreation are subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a proposal. All information submitted by a vendor may be treated as public information by Shakopee Parks and Recreation unless the vendor properly requests that information be treated as confidential/trade secret data at the time of submitting the proposal.

The request must also include the name, address, and telephone number of the person authorized by the vendor to answer any inquiries by Shakopee Parks and Recreation concerning the request for confidentiality. Shakopee Parks and Recreation reserves the right to make the final determination of whether data identified as confidential by a vendor falls within the public disclosure exemptions in the Minnesota Government Data Practices Act.

The vendor's failure to request confidential treatment of information pursuant to this subsection will be deemed by Shakopee Parks and Recreation as a waiver by the vendor of any confidential treatment of the information in the proposal.

5. All alterations or erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. The corrections must be initialed in ink by each person signing the proposal form.

6. All proposals must comply with and not deviate from the provisions of the specifications and other proposal documents.
7. Revisions or interpretations made by Shakopee Parks and Recreation shall be by addendum in writing issued prior to the due date set for proposals. Any explanation desired by respondents must be requested from Shakopee Parks and Recreation's authorized representative in writing. If explanation is necessary, a reply will be made in the form of an addendum. Information obtained from an unauthorized officer, agent, or employee of Shakopee Parks and Recreation shall not affect the obligations assumed by the respondent nor relieve the respondent from fulfilling any of the conditions herein.
8. Any modification, insertion, deletion, or change, except as caused by a City addendum, shall be cause for the rejection of the proposal. Should any respondent wish to submit amplifying data with respondent's proposal, the respondent should make a statement on the bottom of the proposal that such amplifying material is a part of the proposal and attach said material to the proposal form.
9. The respondent shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions appear in the specifications, the respondent shall promptly notify Shakopee Parks and Recreation of such error or omission. Inconsistencies in the specifications are to be reported before proposals are received, wherever found.
10. Proposals received prior to the time of opening will be kept secure and unopened. The official whose duty it is to open proposals shall determine when the specified time has arrived. No proposal received thereafter will be considered and will be returned to the respondent unopened.
11. Shakopee Parks and Recreation shall not physically release or return to the respondent any proposal for the purpose of modification, withdrawal, or any other purpose whatsoever, until after the proposals are officially opened and acknowledged.
12. No responsibility will attach to Shakopee Parks and Recreation for the premature opening of a proposal not properly addressed and identified.
13. After proposals have been officially opened, no proposal may be withdrawn for a period of 60 days.
14. All proposals shall be held firm until the award has been made.
15. Prior to the award of the Contract, the apparent successful respondent, if requested by Shakopee Parks and Recreation, shall furnish current information and data regarding the respondent's financial resources and organization, within five (5) working days. Shakopee Parks and Recreation shall have the right to take such steps as it deems necessary to determine the ability of the respondent to perform the work, and the respondent shall furnish Shakopee Parks and Recreation all such information and data for this purpose as Shakopee Parks and Recreation may request. The right is reserved to reject the proposal where the available evidence or information does not satisfy Shakopee Parks and Recreation that the respondent is qualified to carry out properly the terms of the contract. The expertise of the respondent in the field of endeavor must

be demonstrated and documented to the full satisfaction of Shakopee Parks and Recreation, upon request, or the proposal may be rejected by Shakopee Parks and Recreation.

16. The successful respondent, by entering into a contract with Shakopee Parks and Recreation, warrants and represents that it will perform all duties set forth and conform to all of the specifications contained or referred to herein, and further guarantees its performance which may be rejected by Shakopee Parks and Recreation.

Shakopee Parks and Recreation may make such investigations as it deems necessary to determine the ability of the respondent to perform the work specified in these documents, and the respondent shall furnish to Shakopee Parks and Recreation all such information and data for this purpose as Shakopee Parks and Recreation may request. Shakopee Parks and Recreation reserves the right to reject any proposal if the evidence submitted by, or investigation of, such respondent fails to satisfy Shakopee Parks and Recreation that such respondent is properly qualified to carry out the obligations of the Contract. The respondent must be prepared to demonstrate that their performance is in conformance with RFP specifications, on request by Shakopee Parks and Recreation, after the opening of the proposals.

17. The successful respondent shall provide Shakopee Parks and Recreation a list of all representatives/employees who are providing services in any capacity to Shakopee Parks and Recreation, along with a copy of the representative's/employee's criminal history background check conducted not less than 3 months the date such person provides any services to Shakopee Parks and Recreation under this agreement. The criminal history background check must at minimum be conducted through the Minnesota Bureau of Criminal Apprehension and shall be conducted at vendor's expense. Shakopee Parks and Recreation shall have the sole right at any time to reject and expel any vendor's representative/employee who in Shakopee Parks and Recreation's judgement pose a risk or potential risk to the security or operations of Shakopee Parks and Recreation, its staff, representatives, operations or to the public. Also, if the vendor has submitted within the past year to Shakopee Parks and Recreation an approved background check on individuals whom the vendor will assign to the project under contract, Shakopee Parks and Recreation may in its sole discretion waive the requirement to obtain another background check on such individuals.

18. By submitting a proposal, the respondent certifies that it is the only party interested in its proposal, and that its proposal is made and submitted without fraud or collusion with any other person, firm, or corporation whatsoever.

Shakopee Parks and Recreation reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion with intent to defraud, or other illegal practices upon the part of the respondent, or for noncompliance with the requirements of these documents.

19. This solicitation is not meant to favor any vendor. It is designed to meet the needs of Shakopee Parks and Recreation. The evaluation panel will weigh the proposals based on the following, but not limited to the vendor's experience, installation, cost, references, and the overall proposed system.

An interview or demonstration may be necessary as part of evaluation.

Award shall be made to the responsible and responsive vendor whose proposal is determined to be the most advantageous to Shakopee Parks and Recreation. A valid and enforceable contract exists when an agreement is fully executed between the parties.

Shakopee Parks and Recreation shall notify the successful respondent upon determination of final selection or upon awarding the project as appropriate for this procurement method. Once any negotiations are finalized, an award will be made.

20. Pursuant to requirements of Minn. Stat. §16B.06, subd. 4, the vendor agrees that its books, records, documents, and accounting procedures and practices relevant to this proposal are subject to examination by Shakopee Parks and Recreation, and either the legislative auditor or the State Auditor as appropriate.
21. Shakopee Parks and Recreation reserves the right to:
 - a. Waive any informalities and to reject any or all parts of a proposal.
 - b. Reject the proposal where the available evidence or information does not satisfy Shakopee Parks and Recreation that the vendor is qualified to properly carry out the terms of the contract.
 - c. Advertise for new proposals where the acceptance, rejection, waiving or advertising of such would be in the best interests of Shakopee Parks and Recreation.
 - d. Request demonstration and/or documentation to prove expertise of the vendor in the field of endeavor to the full satisfaction of Shakopee Parks and Recreation. If unable to provide sufficient demonstration or documentation, the proposal may be rejected by Shakopee Parks and Recreation.
 - e. Award to multiple vendors in whole or in part, by item, group of items, or by section where such action serves Shakopee Parks and Recreation's best interests.
 - f. Negotiate with any respondent after proposals are reviewed, if such action is deemed to be in the best interest of Shakopee Parks and Recreation.
 - g. Request the apparent successful vendor to supply the names and addresses of suppliers and subcontractors when required to do so by Shakopee Parks and Recreation.

Appendix A –Contract Terms and Conditions

Appendix B – Proposal Form

Appendix C – Technical Questionnaire

APPENDIX A

REQUIRED CONTRACT TERMS AND CONDITIONS

A contract will be prepared by Shakopee Parks and Recreation upon selection of a firm.

Appropriate language will be added to document the specific nature and scope of services, costs, responsibilities, and liabilities of each party. Additional areas of concern may be incorporated, subject to mutual agreement between parties. General conditions set forth in this section will be incorporated into the professional services agreement. The following provisions I through XIX must be included in any contract and are non-negotiable.

I. DOCUMENT FORMAT

All word processing documents shall be done and provided to Shakopee Parks and Recreation in Microsoft Word format, and not converted from other formats. Data files shall be provided in Microsoft Excel format. CAD files shall be provided in AutoCAD or MicroStation format.

II. NONDISCRIMINATION

The Consultant agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Consultant's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

III. STANDARDS

The Consultant shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or adopted during the performance of the services herein until completion of said services. Failure to meet the requirements of the above shall be a substantial breach of the agreement and will be cause for cancellation of this contract.

IV. POSSESSION OF FIREARMS ON CITY PREMISES

Unless specifically required by the terms of this contract or the person it is subject to an exception provided by 18 USC§ 926B or 926BC (LEOSA) no provider of services pursuant to this contract or subcontractors shall carry or possess a firearm on City premises or while acting on behalf of Shakopee Parks and Recreation pursuant to the terms of this agreement. Violation of this provision is grounds for immediate suspension or termination of this contract.

V. SUBCONTRACTING AND ASSIGNMENT

The Consultant shall not enter any subcontract for performance of any services contemplated under this agreement; nor novate or assign any interest in the agreement, without the prior written approval of Shakopee Parks and Recreation. Any assignment or novation may be made subject to such conditions and provisions as Shakopee Parks and Recreation may impose. If the Consultant subcontracts the obligations under this agreement, the Consultant shall be responsible for the performance of all obligations by the subcontractors.

VI. SUBCONTRACTOR PROMPT PAYMENT

Pursuant to Minnesota Statute §471.425 subd. 4a., Consultant shall pay any subcontractors within 10 days of the Consultant's receipt of payment from Shakopee Parks and Recreation for undisputed services provided by the subcontractor. The Consultant shall pay interest of

1½ percent per month, or any part of a month, to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime Consultant shall pay the actual penalty due to the subcontractor. The subcontractor shall have third party rights under this agreement to enforce this provision.

VII. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purpose by the activities of the Consultant, because of this agreement shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. The Consultant is subject to the requirements of the Act and Rules and must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to the Consultant.

VIII. AUDITS, REPORTS, RECORDS AND MONITORING PROCEDURES/RECORDS AVAILABILITY & RETENTION

Pursuant to Minn. Stat. section 16C.05 subd. 5, the Consultant will:

- A. Maintain records which reflect all revenues, costs incurred, and services provided in the performance of this Agreement.
- B. Agree that Shakopee Parks and Recreation, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices and involve transactions relating to this agreement. The Consultant agrees to maintain these records for a period of six (6) years from the date of the termination of this agreement.

IX. JURISDICTION & VENUE

This contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Shakopee Parks and Recreation.

X. INDEMNIFICATION

The Consultant agrees it will defend, indemnify and hold harmless Shakopee Parks and Recreation, its officers and employees against any and all liability, loss, costs, damages, and expenses which Shakopee Parks and Recreation, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Consultant in the performance of this agreement.

XI. INSURANCE REQUIREMENTS

The Consultant agrees that in order to protect itself, as well as Shakopee Parks and Recreation, under the indemnity provisions set forth above, it will at all times during the term of this agreement, keep in force the following insurance protection in the limits specified:

- A. Commercial General Liability with contractual liability and Professional Liability coverage in the amount of Shakopee Parks and Recreation's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
- B. Automobile coverage in the amount of Shakopee Parks and Recreation's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.

C. Worker's Compensation in statutory amount. (if applicable)

Prior to the effective date of this agreement, the Consultant will furnish Shakopee Parks and Recreation with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this agreement. This certificate of insurance shall be on file with Shakopee Parks and Recreation throughout the term of the agreement. As a condition after this agreement, Consultant shall insure that the certificate of insurance provided to Shakopee Parks and Recreation will at all times be current. The parties agree that failure by the Consultant to maintain a current certificate of insurance with Shakopee Parks and Recreation shall be a substantial breach of the contract and payments on the contract shall be withheld by Shakopee Parks and Recreation until a certificate of insurance showing current insurance coverage in amounts required by the contract is provided to Shakopee Parks and Recreation.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to Shakopee Parks and Recreation.

XII. INDEPENDENT CONTRACTOR

It will be agreed that nothing within the contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the Consultant as the agent, representative, or employee of Shakopee Parks and Recreation or the Public Works Department for any purpose or in any manner whatsoever. The Consultant is to be and shall remain an independent Consultant with respect to all services performed under this agreement.

The Consultant will secure, at its own expense, all personnel required in performing services under the agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this agreement shall have no contractual relationship with Shakopee Parks and Recreation or the Public Works Department and shall not be considered employees of Shakopee Parks and Recreation or Public Works Department.

XIII. CANCELLATION

Shakopee Parks and Recreation may cancel this agreement at any time upon giving fifteen (15) days written notice sent to the Consultant at the address above.

XIV. DEFAULT

Shakopee Parks and Recreation shall have the right to cancel and annul this contract upon breach by Consultant of any covenant or condition herein.

XV. MODIFICATIONS

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties. Any alterations, modifications, or variations deemed not to be material by agreement of Shakopee Parks and Recreation and the Consultant shall not require written approval.

XVI. SERVICES BEYOND THE SCOPE OF THIS CONTRACT

Any additional tasks added to this project must be by written amendment to this contract signed by both parties.

XVII. MERGER

It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

XVIII. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits Shakopee Parks and Recreation from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with Shakopee Parks and Recreation. Consultants may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this agreement, the Consultant certifies that it and its principals* and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three year-period preceding this agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction or contract, 2) violated any federal or state antitrust statutes, or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction,
 - 2) violating any federal or state antitrust statutes, or
 - 3) committing embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s), that will perform work pursuant to this agreement, are in violation of any of the certifications set forth above; and
- E. Shall immediately give written notice to the contract manager should the Consultant come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing a public (federal, state, or local government) transaction, violating any federal or state antitrust statute, or committing embezzlement, theft,

forgery, bribery, falsification of records, making false statements, or receiving stolen property.

*Principals, for the purpose of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary division or business segment, and similar positions).

XIX. BACKGROUND CHECKS

The successful respondent shall provide Shakopee Parks and Recreation a list of all representatives/employees who are providing services in any capacity to Shakopee Parks and Recreation, along with a copy of the representative's/employee's criminal history background check conducted not less than 3 months the date such person provides any services to Shakopee Parks and Recreation under this agreement. The criminal history background check must at minimum be conducted through the Minnesota Bureau of Criminal Apprehension and shall be conducted at vendor's expense. Shakopee Parks and Recreation shall have the sole right at any time to reject and expel any vendor's representative/employee who in Shakopee Parks and Recreation's judgement pose a risk or potential risk to the security or operations of Shakopee Parks and Recreation, its staff, representatives, operations or to the public. Also, if the vendor has submitted within the past year to Shakopee Parks and Recreation an approved background check on individuals whom the vendor will assign to the project under contract, Shakopee Parks and Recreation may in its sole discretion waive the requirement to obtain another background check on such individuals.

APPENDIX B
PROPOSAL SUBMITTAL FORM

The undersigned agrees that if awarded the contract for services, to commence said services upon full execution of contract.

Official Name
and Address:

By:

(Signature)

Title:

Contact Name:

Email:

Cell #:

Office #:

Appendix C –Technical Questionnaire

Provide information on the following questions.

1. Security

- Define the system's ability to secure system access, and how it provides for proper user validation and control of the user's ability to access, view, and update information.
- Explain the system's role-based security access and how you restrict access by module and field (to include application minimum password requirements).
- Explain how the security system limits access to queries and reports consistent with the user's access permissions.

2. Network Security

- What are the system's network security requirements - placement in the network (ex: DMZ or internal), ports/protocols used for communication through firewalls?
- Will you, the vendor, need access to Shakopee Parks and Recreation's technology infrastructure to provide support for the proposed solution? If yes, document your typical approach explain what you will need Shakopee Parks and Recreation to provide in regards to granting, access, privileges, etc. Note: You will need to agree to sign Shakopee Parks and Recreation's Vendor/Contractor Information Technology Acceptable Use Policy Acknowledgement Form, a copy is attached to this RFP.

3. Database & Software

- Provide a conceptual data model representing your system.
- What are the standardized distributed data management services that are utilized (e.g. validation, consistency checks, data edits, encryption, and transaction management) and where there stored?
- What data, if any, from Shakopee Parks and Recreation, other vendors or third-party applications will be needed to launch this solution?
- *Describe your process to remove/destroy data from archives for both hosted and non-vendor hosted solutions.*
- *How are the data records archived in the system?*

4. Software Releases/Versions

- What is your process for patches and critical fixes?
- What type of documentation is provided with releases/patches?
- Provide last year's release schedule that includes patches.

Appendix C –Technical Questionnaire

- How do you determine what functionality is provided in future software releases, and how does the client provide input?
- How do you prioritize and include statutory changes in new releases prior to the effective date of the statutory change?
- How often are new releases\versions available?
- How are customers notified of new releases\versions?
- What is your testing process for new releases?
- Do you follow a change management process? If yes, explain.
- Do you guarantee support for software while the systems are covered under warranty and/or by maintenance contracts?

5. Software Requirements

- Describe the client connection that will be used for the proposed solution (browser-based, full client, thin client, etc.).
- It is understood that Shakopee Parks and Recreation owns the data and if Shakopee Parks and Recreation no longer holds a contract with the vendor, the vendor will provide Shakopee Parks and Recreation with a means to access the data along with the database and the table structure?
- Describe licensing requirements for production, training, and development.

6. System Architecture

- What solution/s is your company proposing: vendor hosted (SaaS) or Shakopee Parks and Recreation host?
- Provide information on the system processes that will permit and provide for a full backup and recovery.
- Describe how the system will permit/provide for mirroring capabilities.
- What are your recommended hardware and software specifications for Shakopee Parks and Recreation to use in order to operate your system (Server Type, Server Size, Server Memory, SAN, etc.)?
- What user end-point devices are part of this solution? Describe what and how your application design supports a variety of end-user devices (desktop, laptop, mobile device/Smartphone).

Appendix C –Technical Questionnaire

- Provide a certification list of all applications, operating system software, and versions used and/or supported as well as the recommended software and versions for any components that will be deployed in or integrated with any of Shakopee Parks and Recreation's infrastructure or applications.
- Describe your proven tools and solutions to integrate to the customer's business applications (i.e. JD Edwards EnterpriseOne, RecordEase, Creditron, and Thomson Reuter Aumentum Systems) needed for this project.
- Does the system have any "special" or nonstandard network requirements?

7. Vendor Hosted

- Describe your backup and recovery procedures.
- What is your disaster recovery plan; how soon do you guarantee the system will be functioning, partially/entirely?
- Describe how you maintain the customer's data for integrity to be maintained as additional data is added to the system.
- Does your system/services provide an uptime of 99% or higher? Past uptime rate?
- Do you provide Help Desk Support (Phone, web based, email) Monday through Friday 7am - 6 pm and Saturday 8:00am to 12:00pm Central time? Describe the support opportunities outside the hours specified.

8. Training

- Describe the type of training that is provided with the new system and with new releases.
- Describe the skill set and training requirements for: IT support personnel, system administrators, and end users.

9. Technical Support

- Describe and outline the roles and responsibilities that will be provided by you, the vendor, and the expectations you the vendor have for Shakopee Parks and Recreation as it relates to problems, incidents, knowledge, patching, endpoint protection, testing, and general support.
- What will be expected of Shakopee Parks and Recreation's Technicians; will they need to have and use specific solution(s)?
- What is your Support Maintenance Agreement? Describe your support policy plans including cost.
- If remote support is necessary, what tools do you use?

Appendix C –Technical Questionnaire

- Describe how you provide ongoing software maintenance support and how critical issues are handled.
- Will your System Administrator need to have rights to run SQL (if not SaaS)?

10. Warranty

- Provide a description and copy of all warranties associated with the proposed application.

11. Project Management

- What would be your project manager's role with Shakopee Parks and Recreation?
- How would your project manager oversee the project through all phases?
- Describe your implementation approach, project management tools, proposed work plan and estimated project implementation timeline.