



**Request for Qualifications (RFQ)
for
Recreation Management Software**

RFQ Advertised	September 29, 2020
Proposal Deadline	October 23, 2020 by 2pm

I. Introduction

The City is currently soliciting proposals for Recreation Management Software with real-time internet registration, to support the processes managed by the Library and Recreation Department, including but not limited to; the daily management of administration tasks, such as program and class reservations, facility reservations, field reservations, memberships, league scheduling, aquatics management, point of sale, picnic reservations, senior programs including trips, payment processing, maintenance management, customized reporting, exporting of program information for guide creation, and any related professional services required to implement/train new users on the software. The Recreation Management Software must support industry open standard touch screen computers, bar code scanners, cash drawers, programmable keyboard or keypads, magnetic stripe readers, customer displays, mobile smart phones, tablets, and other peripheral hardware. The City's expectation is that the system will interface with the City's financial system software, Tyler Munis.

II. Background

The City of Pleasanton is located in Eastern Alameda County, with a population of 83,000. Its residents are highly educated, family oriented, involved in the community and actively participate in the voluminous of recreation programs and facility rentals available to them through the City's Library and Recreation Department.

The Library and Recreation Department offers a broad array of indoor and outdoor activities, classes, services, theatrical productions, and facilities for all ages through its Library, Recreation, Civic Arts, Human Services and Administration Divisions. Additionally the City rents a variety of picnic areas and several facilities to meet the community's needs such as gymnasiums, softball fields, the Senior Center, the Amador Theater, the Firehouse Arts Center, the Veterans Memorial Building, the Cultural Arts Center, and the Amador Recreation Center. The City's Gingerbread Preschool gives 2-5-year-old children a head start prior to entering Pleasanton's nationally recognized k-12 public school system. Within the city limits are 46 parks with miles of trails and numerous acres of open space.

III. Project Background

The City currently uses Perfect Mind software for recreational needs including class registration, facility bookings, and point of sale transactions. The software interfaces with the City's financial system software, Tyler Munis. The City hopes that this RFQ will provide recreation software that the City can use along with its financial system to both meet the needs of the Library and Recreation Department and to maintain the desired levels of integration

between the two systems to facility efficient operations that are not limited to redundant data entry and soiled information.

IV. **Project Schedule**

❖ Advertise RFQ	September 29
❖ Statement of Qualification Submittal Deadline	October 23 by 2pm
❖ Interview Notifications	November 2
❖ Conduct Interviews and Demonstrations	Week of November 9-13
❖ Selection of Vendor	November 19
❖ City Council Award Contract	
❖ December 8	
❖ Start of Contract	December 14
❖ Training & Testing Period	Dec-June 2021

V. **Minimum Software Objectives**

The City of Pleasanton's Library and Recreation Department is interested in recreation management software that will create efficiencies, conveniences, and accessibility to accurate real-time information for both Library and Recreation employees and patrons. We strive to provide the highest levels of service to patrons. Users who prefer online interaction should be able to sign up for recreation programs, special events, leagues, parties and facility rentals with ease and have access to all programs with minimal inconvenience. We want patrons to have easy access to information in a searchable, easy-to-navigate format on a variety of devices. The software will further enhance and innovate the department's quality customer service by taking advantage of the conveniences offered by newer improved technology.

Requirements – Functional:

The following are considered baseline requirements:

- User friendly registration system for both front desk staff and patrons through an online interface accessible on a variety of devices
- The ability to export data from the software system for the purpose of producing printed and web-based program brochures, preferably to the format of the department's branding guidelines (The department utilizes InDesign for brochure creation. It is preferred that the software be customizable and compatible with InDesign.)
- Point-of-sale system that provides for internal cash controls and allows for payment intake at multiple locations
- Responsive design – Smart phone/tablet style capabilities for viewing and registration on a variety of devices as well as compatibility with various internet browsers
- Training – User training for a minimum of 20 employees. Administrative training for a minimum of three employees

Requirements – Technical:

The selected software must meet the following criteria:

- Content Management System – preference will be given to a mature, proven well-known CMS that supports multiple secure user accounts that enable specific view/report/add/edit permissions
- User accounts must be authenticated with City's Identity Access Management – AzureAD for SSO
- Software should be reliable, secure and robust, in accordance with industry standards and practices. The software must be cloud based (software as a service) platform
- Ability to integrate with other software solutions via an API or other methods that would allow the potential for CRM and Web Site interfaces
- Software will contain an accurate and complete audit trail that ensures efficient processing
- Software should integrate with City cashiering system, Tyler-Cashiering – for POS and online payment transactions
- Software must be able to identify and itemize all fees; such as program, rental, transaction, and convenience fees. With the ability to provide total program costs to client
- Software must be compatible with the City's financial software, Tyler Munis, and post transactions to the General Ledger
- Software shall include the ability to implement different security access levels, and elevated admin privileges to appropriate staff.
- Launch Live Date – Targeted for Late Spring, 2021

Specific Requested Features:

The following are some features that staff would like to see included in the software:

- Specific Registration features including but not limited to: Sport team roster management, sport team schedule management, and priority registration
- Financial features including but not limited to: Ability to withdraw a student at a prorated amount and ability to include a withdrawal fee
- Ability to run a range of customizable reports based off of target demographics, such as age, grade, previous program registration, resident, non-resident and other software fields
- Robust search features for both staff and patrons
- Ability to communicate with patrons including emailing, and or texting receipts, registration confirmations, promotions, special events and membership information
- An online feature for indoor and outdoor facility and picnic reservations (such as athletic fields and programmable rooms) that includes the ability to view and/or reserve facilities online, preferably in a calendar-

based format that will automatically block reservation slots from future reservations to prevent double bookings

- Ability for patrons to print and upload documents, waivers, parent manuals, facility use permits, and other forms with the options for online signature for acknowledgements, waivers and other forms
- Ability to schedule and process automatic monthly electronic transfer transactions from participants to programs such as memberships and drop in passes
- Ability for attendance tracking of programs, with possible functionality for secure sign-in/sign-out of children from programs such as summer camp and early childhood pre-school
- Ability to have user/admin defined login modules (contract instructor portal) that allows only certain aspects of registration to be viewed by authorized individuals (class rosters, supply fees, etc.)
- Ability to send facility reservation contracts from system to client and client reply returns via outlook email
- Ability to communicate with City website
- Participant profiles to streamline inclusion process (ie: once the accommodation box is checked the appropriate staff is notified.)

Additional Wish List Feature:

- Ability to sell multiple event tickets with specific assigned seating
- Integrated mobile app feature for both iOS and android

VI. Agreement for Services

The City and the chosen vendor shall enter into a written Agreement for Services that includes the entire general terms and conditions of the City's standard service agreement as shown in Exhibit A.

Statement of Qualifications (SOQ) Requirement

a) Proposal Preparation

The City of Pleasanton will consider only written responses submitted in email, and all responses to the RFQ must be made in accordance with the specifications as set forth herein.

b) Ability to Perform

To participate in the selection process, the following is required to demonstrate satisfactory evidence indicating the ability to meet the scope of services detailed in this request for qualifications. The submission must include the following information:

1. The name, address, email address, and telephone number of your company.
2. The names, business address and telephone numbers of your company's officers, directors, and associates.

3. A listing of your company's experience related to work included in this RFQ.
4. A detailed work plan for meeting the Minimum Software Objectives outlined in Section V. While it is recognized that specific deliverables are dependent on your unique company, the work plan should include as much detail as you determine appropriate to allow evaluation of your overall approach and expertise to deliver these services.
5. Anticipated costs associated with providing requested services. The estimate should include an outline of costs and or description of cost elements for the Minimum Software Objectives and all other services available. It should also include the following:
 - a. All aspects of fees associated with software
 - b. Hardware
 - c. Project Management
 - d. Data Migration
 - e. Implementation
 - f. Training
 - g. Any other pertinent expenses for the initial year
 - h. 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
 - i. Ongoing maintenance
 - j. Additional customization
 - k. Future upgrades
 - l. Detail timeline, including milestones and payment schedule
6. Three references from clients utilizing the company's recreation software, preferably similar in scope and nature to City of Pleasanton. References must include name, position, telephone number, email, and internet address of the contact person for each listed account.
7. Propose process for working with the Library and Recreation Department to transition from the current Perfect Mind Software to the new software and associated timeline for completing the work. Detail how the company will, with input from the Library and Recreation team, create/import the course listings, facility lists, general ledger accounts, employee user groups and other client information.

8. Describe how the company will manage the beta testing for the recreation registration software both onsite at the employee desktops and on the City of Pleasanton website – WordPress CMS - prior to going live for client use.
9. Detail the training and support for the Library and Recreation staff.
10. Describe any other relevant information.

VII. Selection Process and Evaluation Criteria

a) Evaluation Criteria

The submissions will be reviewed by City staff. In soliciting qualifications, the City's intent is to have the best possible recreation registration software. Therefore, selection of system will be based upon, but not limited to, the following considerations and criteria:

- Functionality and flexibility of the software system to meet the Library and Recreation Department's needs
- Quality and experience of the proponent's company, implementation project team, service and support
- Reputation of the company in serving other municipal clients similar to the City of Pleasanton
- Commitment to ongoing maintenance and improvement of proposed system
- Pricing of software and services including total costs projected over the proposed initial contract year and ongoing costs in subsequent years

This contract for software and related services is a contract for professional services. The cost of the proposed system, while a major consideration, will be one of several criteria in the selection of the system which best meets the needs of the department.

b) Selection/Evaluation Process

All proposals will be evaluated based on the above criteria.

As part of the evaluation process, the company may be required to attend one or more interviews with the City of Pleasanton and may be required to appear at a City Council meeting. Given COVID restrictions, this may all occur virtually. The final selection will be recommended by the City of Pleasanton Library and Recreation Department and presented to the Pleasanton City Council for final approval.

The selection process will involve identifying the most qualified proposal who will be provided an opportunity to further refine the scope of work and

pricing prior to preparation of a service agreement. The City reserves the right to not recommend any company for award.

Once awarded, a written agreement will be drafted regarding specific program requirements.

VIII. RFQ Submission

- A. A single copy of the RFQ shall be submitted electronically as a PDF to the City Clerk's email address. Only PDF copies shall be accepted. RFQ's submitted by facsimile are not acceptable and will not be considered.
- B. RFQ's shall be signed by an individual or individuals authorized to execute legal documents on behalf of the vendor and shall contain a declaration to the effect that the proposed project team will remain in effect for a minimum of sixty days after the submittal date.
- C. RFQ's must be received no later than 2:00pm local time on **October 23, 2020**, Submit to:

pleasantoncityclerk@cityofpleasantonca.gov

Attention: Michele Crose, Assistant Director of Recreation
- D. RFQ's are to be submitted with the following information:
 - a. Name of Vendor
 - b. Consultant Project Manager's email and phone number
- E. Proposals received after the hour and date specified above will not be considered.
- F. All proposals shall be submitted according to the specifications set forth in the RFQ. Failure to adhere to these specifications may be cause for rejection.
- G. Once submitted, proposals, including the composition of the vendor staff, shall not be changed without prior written consent.
- H. All requests for clarification for the RFQ must be made in writing. The City will only respond to written questions from vendors who have received this RFQ. The City cannot respond to verbal questions submitted by telephone or in person.
- I. All questions relating to the RFQ shall be presented in writing at-least 96 hours prior to the due date to:

- a. Expedite review and processing questions and to ensure that questions are received at-least 96 hours in advance of the due date the City requires submittal of questions via email:

Email address: mcrose@cityofpleasantonca.gov

IX. ATTACHMENTS

Attachment 1: Exhibit A: Sample Professional Services Agreement

Thank you for your interest in contracting opportunities with the City of Pleasanton.

Sincerely,

Michele Crose

Michele Crose

Assistant Director of Recreation

Exhibit A
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of _____ 202_, between the CITY OF PLEASANTON, a municipal corporation (“City”), and _____, a (insert type of business entity here e.g. corporation, sole proprietorship etc.) whose address is _____, and telephone number is _____, (“Consultant”).

RECITALS

A. Consultant is qualified to and experienced in providing _____ services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant’s Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

3. **Terms.** This contract shall commence on the date written above and shall expire on _____.

4. **Compensation.** City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant’s invoice. Total compensation for services and reimbursement for costs shall not exceed \$_____.

- a. Invoices submitted to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant's invoice and approved by City.
- b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work**. All work product and all other documents prepared by Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work**. All work product and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes**. City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status**. In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City**. The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless.** Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

12. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named as additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.

c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

c. **Professional Liability Insurance.** Professional liability insurance in the amount of \$2,000,000.

d. Certificate of Insurance. Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

e. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

f. Defense Costs. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.

g. Subcontractors. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

13. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: _____

To City: City Manager

City of Pleasanton

P.O. Box 520

Pleasanton, CA 94566

14. **Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver.** In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

20. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

21. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one

agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

24. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written.

CITY OF PLEASANTON

CONSULTANT

Nelson Fialho, City Manager

By: _____
Signature

ATTEST:

Karen Diaz, City Clerk

Print name

Its: _____
Title

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney