

**TOWN OF GROTON**  
**REQUEST FOR PROPOSALS #11-29**  
**RECREATION MANAGEMENT SYSTEMS SOFTWARE**

The Town of Groton invites submission of proposals from qualified software companies for Recreation Management Systems Software as detailed in this Request for Proposals (RFP.)

1. GENERAL

A. Scope

The Town is seeking to purchase a proven, off-the shelf and standardized Recreation Management Systems Software that is capable of the following:

1. The system must automate Program Registrations, Facility Reservations, Pass/Membership Management, League Scheduling, Point of Sale/Inventory Control (with Touch Screen POS capabilities), Equipment Rentals, and Accident Reporting. Other required capabilities include Credit Card Authorizations, Real-time Internet Registrations & Reservations, and PVC plastic color Photo ID membership cards.

2. The software must support industry open standard touch screen computers, bar code scanners, cash drawers, programmable keyboards or keypads, magnetic stripe readers, pole displays, PDAs, and other peripheral hardware. Proposals must include all software, hardware, and networking components required. The successful respondent shall provide installation and training support services for the Town's staff during the implementation of the system, and ongoing maintenance and telephone support for the proposed application software.

B. Proposal Opening

The Town of Groton encourages vendors to attend proposal openings although attendance is not required. During proposal openings, the basic data of each submittal is publicly read. Respondents in attendance can then inspect the proposal documents. Proposals tabulations will be provided to all respondents who request them. Proposals are due by 2:30 p.m. on May 19, 2011.

C. Proposal Preparation

The Town is not responsible for any costs associated with the preparation and/or submission of any proposal response or of any other documents resulting

therefrom. The Town of Groton is exempt by state statute from federal excise taxes and from state sales tax. All respondents, in order for their proposals to be considered, must not be delinquent on any property tax or fees issued by the Town. Respondents shall certify that neither they nor any business or corporation fully or partially owned by the respondent is not delinquent on Town property taxes

D. Communication

Mr. John Piacenza, will be the contact for all questions pertaining to the administrative and contractual aspects of this RFP. Mr. Piacenza may be contacted by telephone at 860-441-6681 or by email at [jpiacenza@town.groton.ct.us](mailto:jpiacenza@town.groton.ct.us). Mr. Brian Hancock will be the contact for all technical questions related to this RFP. Mr. Hancock can be contacted by telephone at 860-441-6691 or by email at [bhancock@town.groton.ct.us](mailto:bhancock@town.groton.ct.us).

E. Demonstrations

Demonstrations of the product, when required, must be furnished free of cost to the Town. Software demonstrations via Internet or on-site will be required.

F. Pricing by Product

Software pricing must be categorized and detailed by required module/system function to include license fees, annual maintenance, training, expenses, conversion costs, and custom programming. Hardware and communications must be priced by unit model with extensions.

G. .Prices Held Firm

All prices quoted by the respondent will remain firm for a minimum of 120 days from the opening date unless otherwise stated by the respondent or the Town.

H. Operating Manuals

The respondent shall provide a complete set of operational instructions and descriptive literature for proper evaluation of the product proposed.

I. Maintenance Agreement

The respondent must specify in detail what services are covered and not covered under the annual software maintenance agreement.

J. Employee Training

The successful respondent shall provide on-site instruction to designated Town employees as required in order to operate the software and equipment purchased.

Estimated on-site employee training costs must be included in the pricing section of the proposal.

K. Payment

The Town agrees to pay for the materials/services within 30 days after acceptance or within 30 days of specific progress or milestones achieved if the resulting contract includes this type of payment schedule (progress/milestone payments). Acceptance means 100% delivery of satisfactory merchandise that is in full compliance with our specifications. If a respondent wishes to offer a prepayment discount they must provide a separate sheet with their proposal showing the terms of the discount and the advantage to the Town of Groton in accepting this prepayment discount. Prepayment in no way forfeits any right of the Town to complete satisfaction with the purchase nor does it relieve the respondent of any responsibility to perform as required in the bid document.

L. Competitive Selection

The successful respondent will be selected using a fair and open process and the evaluation factors outlined below shall be applied to all fully responsive and eligible respondents in comparing proposals and selecting the successful respondent. Award of a contract may be made without discussion with respondents after responses are received. The Town reserves the right to cancel the resulting contract if the successful respondent has not performed within the timeline that was mutually agreed to by the Town and the respondent prior to contract award.

M. Evaluation Factors

A. Evaluation Statement - after the deadline for receipt of proposals, the selection committee consisting of The Purchasing Agent, The Recreation Manager and the IT Manager will review the proposals. On the basis of the materials provided, including vendor qualifications, quality of the total solution including application software, hardware, and networking capabilities, the committee may request presentations or interviews with selected vendors and make site visits to users of the proposed systems.

B. Evaluation Percentage

50% - Software quality, features, speed, platform portability, quality of supporting materials/documentation, compatibility, flexibility and responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation.

30% - Respondent's demonstrated experience and technical support, including support staff, with the version of software/equipment proposed.

10% - Respondent references.

10% - Total evaluated cost, including required hardware and training

N. Guarantees and Warranties

Each respondent shall submit a complete breakdown of any product/service warranties or guarantees that are included in their proposal.

O. Indemnification

To the fullest extent permitted by law, the successful respondent, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless the Town of Groton, Connecticut, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the respondent's performance of the Agreement or any other agreements of the respondent entered into by reason thereof. The respondent shall indemnify and defend the Town of Groton, Connecticut, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the respondent, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The respondent agrees that it will procure and keep in force at all times at its own expense, insurance in accordance with these specifications.

P. Equal Opportunity – Affirmative Action

The successful respondent shall comply in all aspects with the Equal Employment Opportunity Act.

Q. Freedom of Information

All proposal submissions and materials become property of the Town and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

R. Termination

Following implementation, should the Town find that the firm has failed in any material respect to perform its agreed upon obligations under the contract, the contract shall be canceled by the Town Manager as being in the best interest of the Town of Groton. In the event of termination of this contract as a result of breach by

the contractor, the Town shall not be liable for any fees and may, at its sole option, award a contract for the same services to another qualified firm or call for new proposals. The contractor shall be responsible for consequential damages as a result of its breach, including, but not limited to, extra costs required under the new contract for similar services.

S. Period of Performance

The period of performance for this project shall be the contract effective date plus not more than 120 calendar days from the date subject to extension only by mutual agreement.

T. Availability of Funds

A proposal or contract shall be considered executory only to the extent of appropriation/funds available for such purchase. The Town's extended obligation on these contracts that anticipate extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal years or available encumbered funds. Any contract let for more than one fiscal period is also contingent upon performance of the vendor meeting the specifications. If, in the determination of the Town of Groton, a vendor is not meeting the requirement of the specifications the Town may terminate the contract with 30 days written notice to the vendor. This can occur at any time during the contract period.

U. Acceptance or Rejection

The Town reserves the right to accept or reject any and all proposals and to waive any minor deviations from our proposal requirements if it is in the best interest of the Town to do so.

V. Insurance Requirements

The Contractor, at his expense, will provide, carry and maintain throughout the term of this contract, adequate insurance as requested by the Town that will protect the Contractor, the Town of Groton, its officers, employees and volunteers from any and all claims for loss, damage, injury or death which may arise from the operation of this contract by the Contractor or anyone directly or indirectly employed by them. Policies shall be so written that the Town of Groton will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. Certificates showing that all of the Contractor's operations are covered, and stating the coverage with the Town included as an additional insured, the limits of liability, expiration dates and exclusions, if any, will be filed with the Town of Groton before the term of the contract commences.

The Contractor shall provide the Town with certification by a properly qualified representative of the insurer that the Contractor's insurance complies with this section.

All of the insurance policies required shall have the legal company name of the insurer providing coverage, and contain the current rating of the insurer as provided by "Best's Insurance Reports", which must be A-, VII or above. This obligation applies to coverage written on an occurrence as well as a "claims-made" basis.

The Insurance Certificate must state whether coverage is written on an "occurrence" basis or a "claims-made" basis. All insurance must maintain that the Town is an "additional insured" for General Liability and Umbrella policies, and any other coverage as the Town may require for specific projects. Such insurance must be issued by insurance companies licensed to write such insurance in the State of Connecticut.

The Town of Groton, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, or volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the Town, its officials, employees and volunteers. Any insurance or self insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### Section A. Worker's Compensation and Employer's Liability

Worker's Compensation must be provided in accordance with the Worker's Compensation Laws of Connecticut. Should a Contractor be involved in operations requiring coverage under special State or Federal Acts, such as Maritime or Railroad, the Contractor must provide evidence of this coverage. Should a Contractor be exempt from the Worker's Compensation Laws of the State of Connecticut, or any other State or Federal requirements, evidence of such exemption must be provided to the Town and a "Hold-Harmless" agreement provided in language satisfactory to the Town holding it harmless in the event of any claim for injury or damages. Contractors based out-of-state must provide evidence that their Worker's Compensation policy will cover injuries/illnesses sustained while working in the State of Connecticut.

The Contractor is responsible for ensuring that all of its subcontractors carry Worker's Compensation Insurance, as described above.

Employer's Liability must be provided in accordance with the following limits:

- \$500,000 each - Bodily Injury
- \$500,000 disease - Policy Limit - Bodily Injury
- \$500,000 disease - Each Employee - Bodily Injury

## Section B. General Liability

### Occurrence Policy Guidelines

General Liability - Written under commercial or comprehensive form including the following: (Premises/Operation, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury.)

- |                                           |             |
|-------------------------------------------|-------------|
| • General Aggregate                       | \$2,000,000 |
| • Products/Completed Operations Aggregate | \$2,000,000 |
| • Personal & Adv Injury                   | \$1,000,000 |
| • Each Occurrence                         | \$1,000,000 |
| • Fire Damage (any one fire)              | \$1,000,000 |
| • Medical Expense (any one person)        | \$10,000    |

### Excess Liability (Umbrella)

- |                   |             |
|-------------------|-------------|
| ♦ Each Occurrence | \$1,000,000 |
| ♦ Aggregate       | \$1,000,000 |

The Town requires that these aggregate limits be maintained by the Contractor as required. It is the responsibility of the Contractor or his representative to notify the Town if ever or whenever claims reduce the General Aggregate below \$2,000,000. If the aggregate limits include defense costs the Town should be so notified. It is the responsibility of the Contractor and his insuring agent to provide the Town with current certificates throughout the contract period keeping the required limits in full force and effect. The Town of Groton reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

### Claims-Made Coverage Guidelines

General Liability - Written under commercial or comprehensive form including the following:

- Premises/Operations
- Products/Completed Operations
- Contractual
- Independent Contractors,
- Broad Form Property Damage and Personal Injury.

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The Town requires prompt and immediate notice of the following:

- Erosion of any aggregate limits.
- Advance of any retroactive dates.
- Cancellation or non renewal. Prior 30 day notice.

The Town requires that any extended reporting period premium be paid by the

named insured. The reporting of possible claims to the Town of Groton is necessary and the Town retains the right to require that the extended reporting period be invoked by the Contractor at his/her expense. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the Contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

Liability Limits: Same as those under "Occurrence Policy Guidelines".

#### Section C. Automobile Liability

Automobile Liability - coverage for commercial or comprehensive automobile liability (vehicular), covering any auto, all owned autos (private passenger), all owned autos (other than private passenger), hired autos and non-owned autos.

- Combined Single Limit – Bodily Injury/Prop Damage \$1,000,000

Insurance under B & C above must provide for a 30-day notice to the Town of Groton of cancellation, non-renewal, termination, or any restrictive amendment.

#### W. Proposal Submission

Please submit two (2) copies of the proposal to:

RFP for Recreation Management Systems Software #11-29  
Town of Groton  
45 Fort Hill Road  
Groton, CT 06340  
Attn: Mr. John Piacenza

F. Proposals shall be valid for a period of 120 days from the due date.

G. **Proposals will be received at the Office of the Purchasing Agent, until 2:30 p.m. prevailing time on May 19, 2011.**

## **Part II**

### **Proposal Format**

#### **Cover Letter**

This section should contain the name and address of the respondent and the name(s) and telephone numbers of the primary contact individual(s) of the proposing firm. These individuals should be authorized to answer technical, price, and/or contract questions. The cover letter should also provide an overview of the proposal, showing a thorough understanding of the needs of the Town.

#### **Table of Contents**

This page lists the proposal sections for reference purposes followed by the sections:

#### **1. Management Summary**

This section should provide an overview of the proposed application and its benefits to the Town. A summary of the proposed Software capabilities (modules) should be included, as well as options and features available that the Town may purchase in the future.

#### **2. Vendor Profile/Qualifications**

This section should provide background information on the respondent, financial information, key employee information, number of employees totaling dedicated to supporting parks and recreation users only, other products offered by the Proposer, and customer base overview. While vendor financial reports are not required, vendor must indicate long-term financial stability and ethical record of conducting business.

#### **3. General System Requirements**

Insert the completed General System Requirements and Specification forms provided, along with your development and database software description literature.

#### **4. Application Software Requirements**

Insert the completed Application Software Requirements and Specification forms provided, along with your software description literature.

#### **5. Software Exceptions/Explanations**

This section should be used to provide detailed explanations and/or exceptions to the General System and Application Software Requirements included in the bid proposal (Sections 3 and 4 ).

## **6. Software and Support Services Pricing**

Pricing must be detailed to include software license and annual maintenance fees by module, as well as on site training fees and expenses for modules being proposed. All actual or estimated fees must be listed here, as no add-on charges will be accepted at a future date.

## **7. Hardware Pricing**

If Proposer is providing hardware pricing, list each by line item, along with all fees and charges. All hardware must be priced per item, and then extended to include total cost of the items proposed.

## **8. Hardware Requirements**

Describe user choices of compatible hardware and operating systems, and specify vendor recommendations, if any.

## **9. Vendor Sales and Support Policies**

In this section, provide information about additional support services offered, philosophy of programming enhancements, telephone support, availability of source code or escrow provision, documentation, annual software support and maintenance agreement, hardware and operating system support, and installation planning. Provide proof of Escrow if applicable.

## **10. Software Maintenance Support**

Describe in this section the software warranty period, error correction procedures, installation and cost of new releases, and enhancement design and implementation.

## **11. Implementation and Training**

Describe your recommended Installation Planning Schedule, project staff assignments, and training. If details not yet available, a sample plan will be sufficient.

## **12. User Reference List**

Provide a list of current users of the application software to include Organization Name, State, contact name, Telephone number, platform, & contact email address.

## **13. Vendor Standard Agreements**

Provide any standard contracts including license, annual maintenance, and installation support services agreements.

**Proposal Form for Recreation Management Systems Software**

- |                                             |          |
|---------------------------------------------|----------|
| 1) Software                                 | \$ _____ |
| 2) Hardware                                 | \$ _____ |
| a) Server                                   | a) _____ |
| b) Other Hardware                           | b) _____ |
| 3) Annual Software Maintenance              | \$ _____ |
| 4) Software Updates/Upgrades                | \$ _____ |
| 5) Training Costs per Class (if applicable) | \$ _____ |