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COMM. OF ACCOUNTS

City of Saratoga Springs

Request for Proposal

Recreation Business Management Software

*PREPARED BY: John Hirliman, Administrative Director - Recreation
May 13, 2019*

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2019-25 – Recreation Business Management Software

Name of Bidder: _____

RFP Opening: Tuesday, June 25, 2019 at 2:00 p.m.

AND RETURN TO:

**City of Saratoga Springs
Department of Accounts
15 Vanderbilt Ave.
Saratoga Springs, NY 12866**



Notice to Bidders

The City of Saratoga Springs, New York, will receive sealed bids for Recreation Business Management Software. Sealed bids must be received in its' entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 15 Vanderbilt Avenue, Saratoga Springs, New York, 12866, by Tuesday, June 25, 2019 at 2:00 p.m. at which time they will be publicly opened and read.

Copies of the request for proposal (RFP) may be obtained on the City's web page at www.saratoga-springs.org, under current bids. There is no fee for these documents.

Addenda, if any, will be issued only to those persons whose name and address are on record with the City as having obtained a bid packet. Addenda to the bid, when issued, will be on file in the City Clerk's Office at least five days before the bid opening date. If you have obtained a bid packet through the City's web site and would like to be on record for any Addenda please email stefanie.richards@saratoga-springs.org with your name, bid packet obtained and email address.

Questions regarding the bid should be directed to Stefanie Richards in writing at stefanie.richards@saratoga-springs.org. All bids must be made on the official bid form or an exact copy by reproduction thereof and enclosed in a sealed envelope.

No bidder may withdraw his/her bid within sixty (60) calendar days after the actual date of the opening thereof. Subsequent to sixty days an offer may be withdrawn in writing. State Finance Law §163(9)(e)

The City of Saratoga Springs reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional bid documents. State Finance Law §163(9)(d)

**City of Saratoga Springs
Saratoga County, New York**



Instructions to Bidders

1. RFP DOCUMENTS

This document includes a complete set of the RFP specifications and required documents, which are for the convenience of bidders and are not to be detached from the bid.

2. INTERPRETATION OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the bid or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received seven or more days prior to the date fixed for opening of bids shall be given consideration. Every interpretation made to a bidder shall be in the form of Addenda to the bid, and when issued, shall be on file in the City Clerk's Office at least five days before bids are opened.

All Addenda shall be emailed to each person whose name and address are on record with the City as having attained a bid packet or has attended a pre-bid meeting *<as applicable>*. All such Addenda shall become part of the bid and all bidders shall be bound by such Addenda, whether or not received by the bidders.

3. BIDS

All bids shall be submitted on documents supplied by the City and shall be subject to all requirements of the bid, including any plans, and these Instructions to Bidders. All bids shall be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid documents by the bidder. The City may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its' option may reject the same.

In order to guard against premature opening of the bid documents, bids shall be enclosed in a sealed and clearly labeled envelope with the words:

RFP #: 2019-25 – Recreation Business Management Software

Name of Bidder: _____

Bid Opening: Tuesday, June 25, 2019 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
15 Vanderbilt Avenue
Saratoga Springs, NY 12866

4. NON-COLLUSIVE BIDDING CERTIFICATIONS

Each bidder submitting a bid to the City for the work contemplated by the documents on which bidding is based shall execute and attach thereto, the Non-Collusion Affidavit on the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.

Failure to submit the executed Non-Collusive Agreement at the time of bid submission may disqualify the bid submission.

5. VENDOR CODE OF CONDUCT

Contractor must execute Vendor Code of Conduct and include the agreement with the bid response submission. ***Failure to submit the executed Vendor Code of Conduct at the time of bid submission may disqualify the bid submission.***

6. RISK AND SAFETY AGREEMENT

Bidder must execute the Risk and Safety Agreement and include the agreement with the bid response submission. ***Failure to submit the executed Risk and Safety Agreement at the time of bid submission may disqualify the bid submission.***

7. CERTIFICATE OF INSURANCE

Bidder must include a Certificate of Insurance providing proof of the required insurance as outlined in the Risk and Safety Agreement with the bid response submission. ***Failure to submit a Certificate of Insurance at the time of bid submission may disqualify the bid submission.***

8. APPRENTICESHIP PROGRAM

The City of Saratoga Springs hereby requires any contractor on a construction project in excess of \$225,000.00 aggregate, at the time of bid date and prior to entering into a construction contract with the City of Saratoga Springs, or any sub-contractor on such a project with a sub-contract in excess of \$25,000.00 aggregate, at the time of bid date and prior to entering into a sub-contract with a contractor who has a construction contract with the city of Saratoga Springs on a project in excess of \$225,000.00 aggregate, to have apprenticeship agreements traditionally and historically appropriate for the type and scope of work to be performed, which have been registered with, and approved by, the New York State Commissioner of Labor. The term "construction contract" shall mean any contract which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition, or otherwise providing for any building, facility or physical structure.

9. CORRECTIONS

The bidder must initial erasures or other changes in the bid.

10. RECEIVING BIDS

Bids received prior to the advertised time of opening shall be securely kept, sealed. The City Clerk's office, whose duty it is to open them shall decide when the specified time has arrived to open bids, and no bid received thereafter will be considered. **LATE BIDS shall be rejected. E-mail or faxed bid submissions are not acceptable and shall not be considered.**

11. OPENING OF BIDS

At the time and place fixed for the opening of bids, the City shall cause to be opened and publicly read aloud every bid that was received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening.

13. EVALUATION PROCESS

After the bid opening, each bidder's proposal will be screened for completeness and conformance with requirements for bid submission as set forth under the Bidders Submittal Instructions. Written bid amounts are the legally binding bid amount, numeric bid amounts are viewed as a convenience. Proposals that do not meet the City's requirements, as outlined in the RFP, may be deemed nonresponsive and given no further consideration.

Proposals meeting the requirements of the City shall be evaluated first on technical information (i.e. operational plan, company background, staffing & personnel biographies, relevant experience, references) and then on the cost proposal.

14. AWARD OF CONTRACT: REJECTION OF BIDS

If the Contract is awarded, it shall be awarded to the responsive and responsible bidder submitting the best value bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. The bidder to whom the award is made shall receive by mail a "Notice of Award" at the earliest possible date.

The City, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in its best interest.

All changes in the award contract effecting price and time must be brought to City Council for approval.

15. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Preference may be given to MWBE businesses.

16. AMERICANS WITH DISABILITY ACT

The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request, accommodations will be provided to allow individuals with disabilities to participate in all services, programs and activities.

17. CIVIL RIGHTS

The City of Saratoga Springs, New York, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US. C.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

18. SEXUAL HARRASSMENT

Every employer in the New York State is required to adopt a sexual harassment prevention policy. All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

19. COMPLIANCE

Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause of discontinuing business with the successful bidder.



Bidders Submittal Instructions

BIDDERS PLEASE NOTE YOUR BID MUST BE RETURNED AS FOLLOWS:

Step One: You MUST execute and include the following documents, one original and two copies of each, with your response:

- Your response to the RFP in question (3)
- Non-Collusive Bidding Certification
- Vendor Code of Conduct
- Risk & Safety Agreement
- **Certificate of Insurance** (as outlined in Risk & Safety Agreement)
 - **Including Worker's Compensation Certificate**
 - **Sub Contractors (if applicable) Certificate of Insurance** (as outlined in Risk & Safety Agreement) **Including Worker's Compensation Certificate**

FAILURE TO SUBMIT RFP DOCUMENTS AS OUTLINED ABOVE MAY LEAD TO IMMEDIATE RFP DISQUALIFICATION.

Step Two: Enclose your bid in a sealed envelope marked:

RFP #: 2019-25 – Recreation Business Management Software

Name of Bidder: _____

Bid Opening: Tuesday, June 25, 2019 at 2:00 p.m.

Step Three: Please return your response to this RFP to the following address:

**City of Saratoga Springs
Department of Accounts
15 Vanderbilt Avenue
Saratoga Springs, NY 12866**



Statement of Specifications

Recreation Business Management Software

The City of Saratoga Springs is accepting proposals to select a qualified vendor to provide a recreation management software package that meets the needs of the Recreation Department.

Anticipated Project Time Line

Deadline for Vendor Questions

Vendor Proposals due

City Select Candidates to Demo Proposal

City Award Bid and Contract

Implementation/Testing/Training

Software Implementation "Go Live"

(All times EST)

Tuesday, June 18, 2019

Tuesday, 2:00pm June 25, 2019

June 26 – July 19, 2019

August 6, 2019

September 1 – October 31, 2019

November 1, 2019

City Background

The City of Saratoga Springs is a community of approximately 28,000 residents whose Recreation facilities and programs service the Saratoga Springs Enlarged School district of approximately 76,000 residents. The Recreation Department in coordination with the Department of Public Works program, schedule, and maintain 8 recreation sites with 6 full time recreation admin employees, 165 part time and seasonal recreation staff, and 10 recreation maintenance staff. The recreation sites include an indoor recreation center, an ice rink, a waterfront park, and 5 public parks. In addition, the City uses a private field to run its soccer program. Within these sites, the Recreation Department schedules and/or rents approximately 100 facilities such as meeting rooms, fields, courts, ice sheets, and gymnasiums. The Recreation Department registers participants in approximately 42 programs with about 2,700 participants annually and offers 11 drop in programs (no registration) with about 27,000 participants annually.

Current Information Technology

The Recreation Department currently uses Max Enterprise (ME), now called Interactive Network, to run its operations, including program registration, facility/program/league scheduling, billing, membership management, and Point of Sale for concessions and drop in programs. ME is housed internally on the City's server, does not have an online component and is accessible to the staff at 3 physical locations on 11 desktops (7 front desk stations and 6 admin) and 1 lap top. The software is no longer being supported by Interactive Network. The Department has 26,735 individuals, 9004 families, and 521 companies in its customer base on ME. There are 6 full time employees with approximately 30 part time (front desk) staff using ME. The ME software is not compatible with the City's accounting software, MUNIS, so all transactions are manually duplicated and entered into the City's software system after being entered through ME.

Scope of Services

The objective is to replace the current software with a "cloud based" recreation software package. The software should meet current and future needs of the Recreation Department that is backed by the provider of the software. An off the shelf type that can also be customized as future needs arise is ideal. As the Department changes over time, the demands most likely will change so a program that has a long shelf life is preferred.

The ideal software solution will enable the City to provide excellent customer service both in person and online for its main business activities including, but not limited to, drop in programs, web based online and in house program registration, league scheduling, point of sale, payment processing, facility/program scheduling, billing, membership management, marketing/communications, and reporting. In addition, the system should provide for efficient and effective business process and management tools to assist in program administration. The City is very protective of its customer's information and requires their information not be shared with any third party vendor.

Product Requirements

The selected software must provide all the following features for consideration:
 When reviewing these items, indicate your software's ability to perform the functions outlined in each table by placing an "X" in the appropriate column. The description for each column heading is:

FEATURE COLUMNS	
Yes (Y)	Standard function of the software.
Partial (P)	The software provides some of the required functionality but further modification or development is required. Provide details on what functions are standard and the scope and cost of any further modifications.
Mod (M)	Not a standard function of the software, modification or development is required to provide this function. Provide further details on the scope and cost of the modifications.
No (N)	This function is not available. If other options are available, please provide further details.
Notes:	<ul style="list-style-type: none"> If comments do not fit into the provided sections, provide comments separately. Additional comments must be clearly identified by the corresponding section and title, e.g. Scheduling, Financials. An (R) in front of a feature indicates that feature is required.

FEATURES	Y	P	M	N	Comments
General for the Entire System					
(R) System must operate under Windows					
(R) System must maintain permission agreements for a period of three (3) years past child's 18 th birthday and a minimum of six (6) years after entry.					
(R) System must maintain all original records generated as a result of this software for a period of six (6) years after entry. Upon request, copies of those records shall be provided to the City at no cost.					
(R) Ability to prevent duplicate transactions or bookings					
(R) Ability to automatically calculate and apply different fees based on City/School District/Non-School District residency, age, status					
(R) Ability to search transactions, customer information, activity codes, etc.					
(R) Ability for online waiver authorization via electronic signature					
(R) Provide online cart for customers to view, edit, add, and delete transactions prior to checkout					
(R) Web interface for customers and staff must be accessible on commonly used desktop and mobile devices, platforms, and screens					
Licensing					
(R) Ability to provide a minimum of 15 site licenses					
Ability to supply additional licenses					
Point of Sale					
(R) Ability to take payments by cash and check					
(R) Ability to print, reprint, and/or email receipts					
(R) Ability to attach the appropriate City's charge code to each transaction					
Ability to create a configurable interface to accommodate our different facilities (Rec Center, Ice Rinks)					
Ability to easily show payment amounts and accept payments for various types of programs					
Ability to track sales of pro shop merchandise and rentals (i.e. skate rentals)					
Ability to integrate with membership, rentals, and inventory					
Ability to easily issue refunds					
Ability to customize reports created for this feature					

FEATURES	Y	P	M	N	Comments
Customer Database					
(R) Ability to establish individual accounts for each user					
(R) Ability to configure security levels for each individual account					
(R) Ability to assign to each user various activities such as program registration, facility rental, online bill payment, etc					
(R) Ability to lock customer access to account during administrative access for upgrades, changes, etc...					
(R) Security to prevent outside sources from accessing our data					
(R) Vendor will not share customer information with third party vendors. <i>Select "YES" if you do not share information.</i>					
(R) Ability to assign one of three levels (City, School, Non-School) to each customer account. This is critical because each level is associated with a specific rate structure and registration period					
(R) System must be user friendly for use both in house and online use					
Ability to provide a flexible search capability					
Ability for database to handle split families and individuals with multiple associations. An example of this is: The Doe family is in our system and has the following assigned to it: father John, mother Jane, son Joe. John is also listed separately as president of the local softball organization and as a volunteer at the Recreation Center. (**See Below – Duplication?**)					
Ability for database to handle split family situations					
Ability to enter a beginning and ending Skill Level for an individual for a program session (i.e. Spring 2019 Intro to Ice Skating), either by manual input or through spreadsheet upload					
Ability to set alerts/suspensions on client accounts (i.e. overdue)					
Membership/Program Registration					
(R) Ability to facilitate and manage both in house and online membership sign-ups (permission agreements) and renewals based on residency					
(R) Ability to allow participants check in throughout session/class					
(R) Ability to see a member's age during check in					
(R) Allow for online as well as in-person registration					
(R) Ability to make payments online					
(R) Ability to internally generate refunds/credits					
(R) Ability to organize and manage programs by seasons/years					
(R) Ability to copy activity program information to future seasons/years					
(R) Ability to print rosters and attendance lists and email rosters to instructors					
(R) Ability to retain history of inactive activities in addition to enrollment information					
(R) Ability to warn customers if registration criteria is not met such as permission/age/gender/address or if activity is full					
(R) Ability for customers to browse activities and availability online.					
(R) Ability to pass transaction fees on to customer (if applicable)					
(R) Ability to show all fees associated with a transaction (i.e. program fees, transaction fees) itemized as separate fees					
(R) Ability to create passes/punch cards/gift cards for programs					
(R) Ability to apply optional course fees (ie: supplies/manuals/shirts)					
(R) Ability to prompt for additional course specific information					
(R) Ability to assign officials and volunteers to programs/teams					
Ability to generate waitlist when applicable					
Ability to generate multiple program fees to accommodate "Early Bird" discounts and residency based fees.					
Ability to use current membership key tag system with pre-printed bar codes for program check-in					
Ability to customize reports created for this feature					

FEATURE	Y	P	M	N	Comments
Scheduling					
(R) Ability to schedule over 100 facility users and 53 programs at 104 different facilities (i.e. soccer, baseball, softball fields, ice rinks, basketball, pickleball and tennis courts)					
(R) Ability to perform user friendly league scheduling for various leagues comprised of multiple teams/divisions					
(R) Allow for real time viewing of facility availability					
(R) Ability to amend, cancel, and reschedule bookings					
(R) Ability to generate multiple rental fees to accommodate residency, hourly rates, additional charges (i.e. field lights), and lump sum fees					
(R) Ability to assign officials and volunteers to teams					
Ability to build teams/classes based on selected criteria (i.e skill level, grade, gender)					
Ability to track facility renters who have completed rental agreement and provided insurance					
Ability to provide rosters, schedules, and booking information to customers					
Ability to generate an online schedule that is available for participants, organizations, and staff to easily ready and print					
Ability to capture and report event attendance					
Ability to apply user defined extra fees					
Ability to capture and report events by type					
Ability to manage repeat bookings on an individual as well as group basis					
Ability to rollover bookings from previous seasons/years					
Ability to customize reports created for this feature					
Reporting					
(R) Ability to provide a standard set of reports with flexibility for customization as needed					
Ability for an overall reporting feature that provides a user the ability to pick the fields they want to appear on a report and customize grouping, sorting, etc					
Full access to all data at the table level					
Ability to export customized data lists in commonly accepted formats (i.e. xls)					
Marketing/Communication					
(R) Ability to export contact information in order to market surveys, newsletter, announcements, etc via email and regular mail					
(R) Ability to export information in commonly accepted formats (i.e. xls)					
Ability to email all customers or by a subset by program, team, class, session, etc					
Ability to generate a catalog					
Ability to create marketing material that could be exported for import to digital signage					
Ability to link to City's website					
Ability to enter where a person heard about us and report on that information					
Ability to link with social media applications					

FEATURE	Y	P	M	N	Comments
Financials					
(R) Ability to track all transactions using existing charge codes					
(R) Ability to retrieve a minimum of 6 years worth of financial information					
(R) Ability to process credit card payments in a timely manner so that funds are received promptly into the City's bank account. Credit card payments must meet industry standards for data security.					
(R) Ability to integrate with the City's financial package MUNIS					
(R) Ability to print daily closeout summary/detail reports					
(R) Ability to print, reprint and/or email receipts					
(R) Ability to create, edit, and manage invoices					
(R) Ability to manage checks					
(R) Ability to accept the following methods of payment: cash, check, debit/credit card, use of account balance, gift cards					
(R) Ability to generate revenue reports					
(R) Ability to allow for customer credits and/or refunds					
(R) Ability to apply payment schedules and due dates					
Ability to manage third party billing					
Ability to receive partial payments and multi-tender payments					
Ability to manage accounts receivable					
Ability to override fees					
Ability to manage rental deposits					
Ability to link payments to transactions					
Ability to track transactions by user					
Ability to track individuals receiving a scholarship, including name, scholarship amount, and registered program					
Ability to manage year end revenue (i.e. payments made in January for the previous fiscal year shall apply to the previous fiscal year)					
Ability to automatically generate billing with/when balances due					
Ability to automatically include past due amounts for all invoices when generating monthly billings					
Ability to automatically change rates in system for seasonal invoicing					
Ability to automatically update billing when payments are made					
Ability to automatically update billing when schedules are changed					
Ability to export data in MS Excel spreadsheet format					
Ability to export data into other programs such as MUNIS, Excel, etc.					
Ability to customize reports created for this feature					
Maintenance (items to be included in the annual maintenance section as quoted in the price proposal)					
Dedicated website with product information and software release downloads					
Version upgrades at no additional cost					
Maintenance releases at no additional cost					
Ability to limit or "lock out" system access during system maintenance					
Training/Support					
Vendor has a dedicated website with product and training information and software release downloads					
Ability to provide on-site training upon installation and subsequent training for new or substantially altered features					
Access to current manuals describing the functional details and the correct operation of the software					
Unlimited free technical support via phone or e-mail during EST business hours					
Account representative to provide assistance with: • Monitor and report system usage • Upgrades to latest version releases • Resolution of software issues • Submitting enhancement requests					

Duration of Contract

Vendors will supply a proposal based on a (5) five-year agreement, tentatively from September 1, 2019 to August 31, 2024.

The City and the Vendor may mutually elect to renew under the same terms and conditions, the selected proposal for one additional period of the same length as the original contract (six (6) years total). If a mutual agreement of the parties is not reached within a reasonable period as determined by the City, the contract will not renew.

Proposal Requirements

The City requests that the Vendor submit a concise proposal clearly addressing the needs of the Recreation Department outlined in the RFP. The intent of the RFP is to encourage responses that clearly communicate the Vendors understanding of the City's interest and its approach to successfully provide necessary products and services. All submittals shall contain the following sections in the vendor proposal. Any vendor who fails to include responses to all sections listed shall be deemed non-responsive.

Vendor Information

Please provide the following:

1. Vendor Name and contact information including
 - a. Location of Headquarters and local addresses (if any)
 - b. Number of years in Recreation Software and overall software business
2. Describe vendor's ability to successfully complete the project scope
3. The first year the proposed product was installed at a customer site
4. Number of customers currently using the proposed product
5. Describe future strategy for the proposed product
6. Describe if and/or how your organization integrates customer feedback into product modifications
7. Frequency with which your organization on average upgrades the proposed product?
8. Copy of proposed maintenance and support contract including info on the support infrastructure and support commitments.

References

1. Provide 5 Recreation Departments currently using your services with at least 2 of them using your services in conjunction with Munis

Infrastructure

1. Provide a description of the software and hardware needed to utilize the functionality of the product
2. Provide a description of the process and schedule for data base maintenance

Pricing Structure

1. Provide a detailed cost proposal to include all aspects of fees associated with software, hardware, project management, implementation, training/support, and any other associated pertinent expenses for the initial year
2. Provide a detailed proposal listing recurring expenses for maintenance, future upgrades, and all other optional services offered
3. Provide a listing of any credit card processing fees and description of the method by which credit card processing fees will be handled. Include any certificates of compliance with PCI standards, etc

Implementation & Training Services

1. Provide a recommended implementation timeline that best estimates the installation of all components included in the vendor proposal
2. Submit a training program for all components included in the vendor proposal. The vendor is to outline the types of training classes, number of participants, duration of classes, and total number and hours recommended for training. Identify if training will be performed remotely or on site. Include any training for IT personnel

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City may consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

Pricing

	Initial Installation, one time, & Year 1 costs	Recurring Annual Costs			
		Year 2	Year 3	Year 4	Year 5
Base Package for Software					
Hardware Devices (if applicable)					
Project Management Costs					
Implementation Startup Costs					
Training					
Annual Maintenance & Support (Software)					
Annual Maintenance & Support (Hardware)					
Transaction Fees					
Miscellaneous Cost(s)					
TOTAL BID IN FIGURES:					
TOTAL BID WRITTEN:					

COMPANY NAME: _____

ADDRESS: _____

 (City) (State) (Zip) Phone No. () - _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____



Non-Collusive Bidding Certification
Section §139(d) State Finance Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Signature: _____ Print Name: _____

Title: _____ Date: _____

Company: _____ Address: _____

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 2019 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to **conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with.** The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

To promote a working relationship with the City of Saratoga Springs based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

- Not seek, solicit, demand or accept any information, verbal or written, from the City of Saratoga Springs or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition on City of Saratoga Springs related projects and transactions.
- Not engage in any course of conduct with the City of Saratoga Springs employees or its representatives that constitutes a conflict of interest, in fact or appearance.
- Not offer any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- Report to the City of Saratoga Springs any activity by a City of Saratoga Springs employee or contractor, consultant or vendor of the City of Saratoga Springs that is inconsistent with the City of Saratoga Springs Code of Ethics.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- The Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: _____ Printed name: _____

Title: _____ Date: _____

Company Name: _____



Company _____

Address: _____

City of Saratoga Springs, NY: Risk and Safety Agreement for Technology Services

City Project Number: RFP #2019-25 City Project Name: Recreation Business Management Software Prevailing Wage Project No.: _____
City Department: Recreation Department Department Contact Person: John Hirliman City Ext. 2306
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Consultant Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A--:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Cyber Liability Insurance:** Five Million Dollars per occurrence aggregate;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
- **Technology Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required

of the Sub-Consultant shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory*** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this 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 not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor. Consultant, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Consultant Signature: _____ **Date:** _____