CLACKAMAS
C O U N T Y

REQUEST FOR PROPOSALS #2017-11

FOR

Cloud-Based Recreation Software

<u>**BOARD OF COUNTY COMMISSIONERS**</u>

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

_____

Donald Krupp
County Administrator

George Marlton
Procurement Division Director

Patricia Bride
Procurement and Contract Specialist, Sr.

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: **March 30, 2017**

TIME: <u>**4:00 PM, Pacific Time**</u>

PLACE: <u>**Clackamas County Procurement**</u>
<u>**Clackamas County Public Services Building**</u>
<u>**2051 Kaen Road, Oregon City, OR 97045**</u>

SCHEDULE

Request for Proposal Issued..**March 1, 2017**

Protest of Specifications Deadline..March 6, 2017, 5:00 PM, Pacific Time

Deadline to Submit Clarifying Questions... March 13, 2017, 5:00 PM, Pacific Time

Request for Proposal Closing Date and Time..................................... March 30, 2017, 4:00 PM, Pacific Time

Deadline to Submit Protest of Award...Seven (7) days from the Intent to Award

Anticipated contract start date……..April/May 2017

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SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed proposals per specifications until **4:00 PM, March 30, 2017** ("Closing"), to provide: Cloud-Based Recreation Software**.** No Proposals will be received or considered after that time.

The resulting contract from this RFP will have an initial term of five (5) years through June 30, 2022, with an option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Services, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at http://www.clackamas.us/bids/. Sealed proposals are to be sent to Clackamas County Procurement Services at the above Kaen Road address.

Contact Information
Technical Specifications: Kandi Ho
                               (503) 794-8001
                               kandih@ncprd.com
Procurement Process Questions: Patricia Bride
                               (503) 742-5447
                               pbride@clackamas.us

The Board of County Commissioners reserves the right to reject any and all proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose proposal shall be best for the public good.

Dated: February 27, 2017

_____
George Marlton, Procurement Division Director

SECTION 2
INSTRUCTIONS TO PROPOSERS

Clackamas County ("County") reserves the right to reject any and all Proposals received as a result of this RFP on behalf of the North Clackamas Parks and Recreation District (NCPRD). County Local Contract Review Board Rules ("LCRB") govern the procurement process for the County.

2.1   Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2   Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Services Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Services Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3   Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Services Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4   Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at http://www.clackamas.us/bids/ for any published Addenda or response to clarifying questions.

2.5   Submission of Proposals: All proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the proposer, the project title, and Closing date/time. Deliveries to be sent to:

> **Clackamas County**
> **Procurement Services Division**
> **2051 Kaen Road**,
> **Oregon City, OR 97045**

All proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All proposals shall be signed in ink in the blank spaces provided herein (Section 4). If a proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6   Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a "Notice of Intent to Award" letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Services Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Services Division as listed in Section 1 of this RFP.

Only actual proposers may protest if they believe they have been adversely affected because the proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected proposer with a right to submit a written protest, a proposer must be next in line for award, i.e. the protester must claim that all higher rated proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:
    a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
    b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
    c. reject all Proposals and cancel the procurement.

2.7   Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8   Public Records: Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

"This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9   Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful

performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10   RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11   Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12   Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13   Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14   Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of ninety (90) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15   Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Services Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.** Scoring for oral presentations will be in accordance with the written scoring outlined in this document, unless otherwise stated in writing. Scores for the oral presentations are independent of the written scores and *will not* be combined.

2.16   Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17   Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms listed in Exhibit A – Sample Contract, attached hereto and made a part hereof. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of the Instructions to Proposers Section of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

2.18   Review for Responsiveness: Upon receipt of all Proposals, the Procurement Services Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an

inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.19   RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.20   Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee about the RFP until the apparent successful Proposer is selected, and all protests, if any, have been resolved.

2.21   Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.22   Ownership of Proposals: All proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.23   Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.24   Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.25   Collusion: By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.26   Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.27   Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.28   Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial proposal received. Therefore, each proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.29   **Nondiscrimination:** The successful proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.30   **Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contactor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any proposer, by written notification included with their proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3
SCOPE OF WORK

3.1.   **INTRODUCTION**

The North Clackamas Parks and Recreation District is seeking proposals for a vendor to provide Cloud-Based Recreation Software.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals.

3.2   **BACKGROUND**

The North Clackamas Parks and Recreation District is currently utilizing Class, Team Sidelines and Google Calendars for registration, membership, facility booking, schedules, and sales. North Clackamas Parks and Recreation District is looking to upgrade from its current system and would like to have one cloud-based database for all services of the District.

3.3.   **SCOPE OF WORK**

3.3.1. Scope:

This cloud-based software will provide one database for North Clackamas Parks and Recreation District registration, facility booking, league/tournament scheduling, memberships and point of sale. It should allow for fee differentiation based on residency as well as allow staff to identify parameters to be implemented for registration and scheduling. Residents should have one login that will allow them to view availability of programming and facilities as well as register or make request for rentals.

It is the intent of the North Clackamas Parks and Recreation District to develop a detailed scope of work as part of the project with the awarded respondent to this RFP.

3.3.2. Term of Contract:
The term of the contract shall be from the effective date through five (5) years through June 30, 2022, with an option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.

SECTION 4
EVALUATION PROCEDURE

4.1   An evaluation committee will review all proposals. Proposals may be subjected to a two-phase evaluation process. In Phase One, the proposals will be evaluated based on responses to the criteria stated in Section 4. Points will be awarded based upon the Proposal Response in the format listed below. The Contractor may be selected based upon the results of Phase One. Phase Two, if deemed necessary by the evaluation committee, will consist of the highest scoring Proposers invited to an oral evaluation with the evaluation committee. The same criteria used to evaluate the written responses will be used to evaluate the finalist during the oral evaluation. No additions, deletions, or substitutions may be made to Proposals during the oral evaluations that cannot be viewed as clarification. Each evaluator will independently assign a score to each evaluation criteria during the oral interview. The scores resulting from the interview and the written evaluation will be summed resulting in a final score. The award will be given to the highest scoring Proposal.

Category	**Points available:**
Technical Features/Compatibility	0-20
Overall System Features	0-20
Cost	0-10
Public Sector Experience	0-10
References – Including Local References	0-10
Support, Training and Maintenance	0-20
Implementation Approach	0-10
Available points	**0- 100**

4.2   Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. The County reserves the right to reject any and all proposals. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose proposal shall be best for the public good.

SECTION 5
PROPOSAL CONTENTS

5.1.   **Vendors must observe submission instructions and be advised as follows:**

5.1.1.   An original (clearly indicated) and **five (5)** copies of the Proposal, and an electronic copy (on compact disk or jump drive) of the complete Proposal must be received by the Closing date and time indicated in Section 1 of the RFP. The sealed envelope or package must have the vendor name, name of the project, and date/time of the Closing clearly indicated on outside of the package.

5.1.2.   Mailing address including Hand Delivery, UPS and FEDEX:

>   Clackamas County Procurement
>   Clackamas County Public Services Building
>   2051 Kaen Road
>   Oregon City, OR 97045

5.1.3.   County reserves the right to solicit additional information or proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2.   **Proposer's General Background and Qualifications:**
- Proposal Response – Attachment A
- Title Page and Cover Letter
- Summary (Including all contract information and website)
- Company Background
- Scope of Products/Services to be provided
- Proposed Software
- Proposed Implementation Plan
- Training, Maintenance and Support
- Sample Reports
- Client References
- Price Proposal and Basis

5.3.   **Scope of Work**

Note: This section should not exceed one (1) page

5.3.1   Summary
This Section should contain information pertaining to the software being proposed and how your firm believe it is the best fit for the North Clackamas Parks and Recreation District within Clackamas County. Include in this section a brief description of the software, to include the name, its platform, the most recent update, and should summarize the proposal.
Note: This section should not exceed one (1) page.

5.3.2   Company Background
Provide the following information
- Company name;
- Name and title of primary contact;
- Corporate Headquarters Address
- Local Office Address

- Number of Years in Business
- Number of years providing services, software specific, to the public sector
- Number of public sector clients
- Number of local government clients
- Number of employees
- Ownership (i.e., publicly held, privately held, etc.)

5.3.3   Scope of Products/Services to Be Provided
This section should provide a discussion of the vendors overall understanding of the project and scope of the work and should include at a minimum the following:

General Information
- Describe, in detail, scope of conversion services provided.
- A complete description of annual maintenance, including scope.
- **Complete Attachment C – Software Functionality Components**

Proposed Software
Provide a description of all modules including platform, proposed version, any third party solutions and interfaces to be included in the proposal. The County will assume all interfaces are provided unless specifically stated. Include information on any additional modules offered with a brief description of their benefits. Specific modules requested are as follows:
- Program Registration
- Facility Registration
- Membership Sales
- Pass Validation
- Private Instruction/Training Sales & Accountability
- Point of Sale
- Reporting
- League Scheduling

Proposed Implementation Plan
It is the intent of the County to start the implementation process in the Spring/Summer of 2017. Provide an overview of an "out-of-the-box" implementation plan. This should include a realistic timeframe based on a phased implementation process.

At current time North Clackamas Parks and Recreation District is not planning on integrating this system with any other County systems.

Training, Maintenance and Support
Describe any on-site training provided during the implementation process and how many hours of training are provided (list pricing on the pricing worksheet). Describe any post-implementation and on-going training and support provided (i.e., annual maintenance, software upgrades, etc.). Describe available technical support options and typical response times. Provide basic availability for on-going training post-implementation (i.e., web-based/on-site).
Note: Pricing for these services should be indicated on Attachment D – Pricing Worksheet

Sample Agreements/Reports
Provide a copy of each of the following as applicable to the proposed software:
- *Sample software licensing/subscription agreement
- *Sample maintenance agreement
- *Sample service level agreement
- *Sample implementation services agreement
- Sample hosting agreement
- Sample implementation project plan

- Sample agreements for any third party software vendors
- Documentation of CPI/DDS Compliance
- Sample of failover cluster environment for data recovery
- Sample Membership Census Report
- Sample Rosters
- Sample Registration Receipts
- Sample Contact Lists
- Sample Facility Reservation Agreement
- Screenshots from each module of the software system

* These documents must be included in your response.

References

Provide three (3) general references and two (2) local references from clients your firm has served similar to the North Clackamas Parks and Recreation District in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. **Use Attachment B – Vendor References to respond to this requirement.**

5.4.   Fees - Complete Attachment D - Fee Schedule

Pricing for each module/interface proposed along with the implementation and maintenance costs should be on a Not-To-Exceed basis. Module pricing should be for out-of-the-box functionality.

Implementation costs should include ***all*** costs for travel expenses expected to be incurred. The County will assume that all costs listed in as implementation costs include such expenses and will not pay for additional expenses not mutually agreed to.

Maintenance fees should be included for five (5) years.

Equipment costs should be included on the attached fee schedule.

5.6.   Completed Proposal Response (Attachment A below)

PROPOSAL RESPONSE
Cloud-Based Recreation Software

Submitted by:_____

(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no Commissioner, officer, agency or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its Commissioners, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

  1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;

  2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;

  3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;

(c) The proposer fully understands and submits its proposal with the specific knowledge that:

  1. The selected proposal must be approved by the Board of Commissioners.

  2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all proposals will become part of the public file on this matter. The County reserves the right to reject any or all proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a

woman-owned business, a business that a service-disabled veteran owns or an emergency small business that is certified under ORS 200.055.

(k) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

[ ] Resident Bidder, as defined in ORS 279A.120
[ ] Non-Resident Proposer, Resident State_____
Oregon Business Registry Number_____

Contractor's Authorized Representative

Signature:	_____	Date:	_____
Name:	_____	Title:	_____
Firm:	_____		
Address:	_____		
City/State/Zip:	_____	Phone:	( ) _____
e-mail:	_____	Fax:	_____

Contract Manager:

Name _____   Title: _____

Phone number: _____

Email Address: _____

Attachment B
REFERENCES

Reference #1

General Information			
Agency Name:		Population:	
Population:		Contact Phone #:	
Concurrent Users:		Contact Email:	
Software Utilized			
Module:		Go Live Date:	
Brief Project Summary:			

Reference #2

General Information			
Agency Name:		Population:	
Population:		Contact Phone #:	
Concurrent Users:		Contact Email:	
Software Utilized			
Module:		Go Live Date:	
Brief Project Summary:			

Reference #3

General Information			
Agency Name:		Population:	
Population:		Contact Phone #:	
Concurrent Users:		Contact Email:	
Software Utilized			
Module:		Go Live Date:	
Brief Project Summary:			

Reference #4

General Information			
Agency Name:		Population:	
Population:		Contact Phone #:	
Concurrent Users:		Contact Email:	
Software Utilized			
Module:		Go Live Date:	
Brief Project Summary:			

Reference #5

General Information			
Agency Name:		Population:	
Population:		Contact Phone #:	
Concurrent Users:		Contact Email:	
Software Utilized			
Module:		Go Live Date:	
Brief Project Summary:			

Attachment C

SOFTWARE FUNCTIONALITY COMPONENTS

	Program/Activity Registration	Yes	No	Comments
1.	Ability to assign unique program numbers to each program			
2.	Ability to categorize program by category such as sports, aquatics, youth, adult			
3.	Ability to create a season/session and group programs under that season/session			
4.	Ability to add an alert to the program for staff to reference in case of late update to program			
5.	Ability to email receipts and waivers to client after registration			
6.	Ability to re-print or re-email receipts and waivers to client after registration			
7.	Ability to have 2-3 tiered pricing for programs: Resident Rate (based on residency); Non-Resident Rate, Discounted			
8.	Ability to have the appropriate rate (listed above) automatically generated during program set-up that evaluates against residency status			
9.	Ability to create professional invoices for program balances due			
10.	Application allows capability to set priority registration dates for returning customers for each activity, allowing returning participants to register ahead of new participants. System will allow the specification of the dates and times for priority registration depending on resident status, membership status and staff or public registration.			
11.	Activity data fields must track ALL of the following elements: • Activity Number, Activity Name • Season, Category, Instructor, Location • Staff Supervisor • Activity status (open, closed, tentative, on-hold, etc.) • Gender • Beginning date and Time • End Date and Time • Days of the week activity meets • Date that registrations will be first allowed • Minimum and maximum age • Minimum and maximum enrollment levels • Prerequisite activity • Instructor payment data • Text areas for Catalog, Receipt Notes, and internal Staff Notes			

	• Calculation and storage of all session dates and times • Enrollment statistics			
12.	Application to allow an unlimited number of activity fees to be assigned and entered for each activity. A separate revenue account to be able to be assigned to each fee.			
13.	Multiple instructors can be assigned to each activity			
14.	Individual instructor pay calculation methods can be entered for one or more instructors per activity. Payment methods can be a choice of % of revenue collected, a fixed contract fee, a variable fee such as a set amount of pay per student, hourly pay, or combinations of these			
15.	Text may be entered for activities, including a Catalog Description with text to appear in a Class Catalog or Activity Guide, "Notes" to appear on the customer's receipt, and "Notes" which are for internal staff use only.			
16.	Application will export Activity information to a data file for use with a desktop publishing program			
17.	Application allows entry of beginning date, beginning and ending time, and selection of which days of the week it will meet. Application will automatically calculate all session meeting dates, with a complete list of all dates, number of total session meetings, and total session hours.			
18.	Activities may be designated on an individual basis as to whether any special notes or information must be captured at the time of enrollment			
19.	Activities can be designated a "team sport," such as basketball. When identified as a team sport activity, the application will automatically track player and team names during the enrollment process; will automatically assign players to teams if desired by the staff, and will produce activity rosters that are sorted in order by teams and players.			
20.	Activity Registration shares common data files for participants, names, address, and companies with other software modules			
21.	The Activity Registration functional area will automatically calculate all activity session meeting dates for the activity, and allow facilities to be scheduled and reserved at the same time that new activities are entered. Scheduling and reservations are to be performed without requiring duplicate data entry or requiring any switching between programs			

22.	Activities can be coded as either "Open" for activities which are in the current season, or "Closed," for activities which may only be offered in other seasons. Application will allow new enrollments into all "Open" activities, and not allow enrollment into "Closed" activities			
23.	The system must have a configurable activity number feature that validates and enforces proper activity number entry			
24.	The system allows activities to be copied from one season to another			
25.	The system allows for activities to be updated in bulk. It should include status, date and day shifting.			
26.	System allows New Enrollment, Refunds, Transfers, Deposits, Wait List entries, and Voids			
27.	A participant can be enrolled into multiple activities without having to re-select or re-input the participant name each time			
28.	Application allows entering a quantity during registration, such as enrolling (quantity) 5 people into an activity under a single enrollee name. Ideal for registering larger groups such as scouts or youth groups.			
29.	Participant data fields include all of the following: • First and Last Name, Street Address, City, State, and Zip Code • Home, work, emergency, and cell phone numbers • E-mail address, Birth date, Age, Sex • Resident or non-resident status • Participant ID number • Customer balance, Customer Type, Company • Notes field			
30.	Multiple enrollment transaction types can be combined onto a single receipt, such as combining a new enrollment, a refund, and a transfer onto a single receipt.			
31.	Any type of non-enrollment transaction can be processed both before and after entering an enrollment without having to launch, switch, or minimize/maximize between different programs or screens. An example is to sell a customer a membership and then enroll them into an activity all in one step, or enroll them first and then sell them a membership all in one step, etc.			
32.	Participants can be "transferred" from one activity to another using a "transfer" capability in the application and all in one step that does not require one step for deletion and a second			

	step to re-enroll. A single consolidated receipt can be printed that includes all details of transactions.			
33.	Application automatically checks and notifies the operator if they attempt to enroll: • A participant into an activity if that participant is already enrolled. • A participant into an activity that is closed or full. • A participant into an activity if they are the wrong age or gender. • A participant into an activity before the authorized registration date.			
34.	The enrollment process allows "keyword" selection of activities by activity name or activity number.			
35.	If an activity keyword is entered, (i.e. "Dance"), the system will find all activities that have the word Dance in the Activity Description, regardless of whether Dance is the first word in the description or is embedded in the Activity Description.			
36.	When there is an age restriction for an activity, the system automatically calculates the age of the enrollee as of the first session meeting date, and not as of the date of enrollment.			
37.	Application offers the ability to scan a membership card from the activity window to automatically bring up the customer's record.			
38.	Application offers the ability to view a family's entire registration, reservation, membership / pass and payment history.			
39.	Application sorts waitlisted enrollees by the date in which they register			
40.	Application allows waitlisted participant to register online when a spot opens up.			
41.	Application allows user to enter expenses and instructor payments against activities. These expenses can then be reported on via instructor payment due reports and net revenue reports.			
42.	Application allows collection of payment by cash, check, credit card, or also "from account" if the customer has a credit balance. Incomplete payments can be accepted, including "split" payments with part paid by check, part cash, and part from account, etc.			

43.	The system can accommodate multiple persons paying for a single enrollment transaction and on a single receipt. For example, a divorced set of parents can each pay ½ of the total enrollment fee(s) for a child using two separate client accounts.			
44.	Application will permit refunds without withdrawing from an activity. For example, if one session of an activity is canceled, the enrollee may be given a pro-rated refund without having to withdraw them from the activity.			
45.	Application produces all of the following Activity reports: • Master report listing all activities, description, dates, times, etc. • Report listing all activities and all Text descriptions, notes, etc. • Under minimum enrollment report • Under maximum report • Full activity report • Activity totals and statistics			
46.	Application produces reports, by Activity, for Net Revenue			
47.	Application produces Net Revenue reports. Each of these reports can be produced in a summary or detail format, and sorted by Activity, Season, Category, or Revenue Account.			
48.	Application has the ability to calculate and track customer balances and accept customer payments on account.			
49.	Application produces Refund report, showing all refunds for a specified date range.			
50.	Application has the ability to post adjustments to customers account balance.			
51.	Application will produce and print Wait List confirmations.			
52.	Application produces rosters, including all of the following options and data elements: • All rosters for a site, category, instructor, or supervisor • All rosters for activities starting within a specific date range • "Brief" or "Expanded" roster formats • mailing labels for participants on a roster • email export			
53.	Application allows rosters to be sorted by: • Chronological entry order • Alphabetical • Team Name			

	• Age			
54.	Application allows for Emergency Phone contacts to be displayed on roster reports.			
55.	Application allows for "retiring" of enrollment data and rosters at the end of a season to allow for easy setup of the application to handle the upcoming season. Retired data is stored permanently in a historical file, and is accessible for marketing purposes.			
56.	Text to include on Receipts and confirmations is user definable.			
57.	Mailing labels can be produced for any rosters by activity, activity type (i.e. aquatics), season or by date.			
58.	Population data such as customer address, telephone number, etc. can be updated, changed, or deleted entirely from within the Registration application functional area.			
59.	Application will allow registration of participants into activities offered in multiple seasons at the same time, such as registration in both late Summer and early Fall programs.			
60.	Application offers security feature to grant/deny access to application functions for each user. Security to be down to the level of each individual menu choice.			
61.	Application allows staff to register participants through their workstations at the same time that an optional Internet registration capability allows customers to register themselves through the Internet.			
62.	Please answer (a) – (d): System provides the ability to (a) suspend customers (e.g. they are banned from using services, either temporarily or permanently) (b) specify a date range and reason for the suspension (c) specify whether the suspension includes the customer's family (d) Specify which functional areas/modules and sites that the suspension will include (staff and/or customer (public access) site.			

	Public Access: Program/Activity Registration	Yes	No	Comments
63.	Application offers the ability to dynamically generate .html web pages and post activity data already entered into the registration management component of the system. No redundant data entry is required.			
64.	Ability for the public to view posted activities and register via the Internet.			
65.	System allows the public to view all information about an activity on one page, versus having to click on various icons and have pop-up windows be displayed with one piece of information on each pop-up window.			
66.	Application allows recreation staff to post activities on the Internet by simply clicking a selection box associated with any activity already entered into the registration management component of the system.			
67.	Application allows organization to accept payment online with a major credit card such as Visa, and/or MasterCard.			
68.	Application offers the ability for the public to view the number of available spots for online registration before going through the entire registration process.			
69.	Application allows recreation staff to set up customized questions (i.e., What is your T-shirt size?, etc.) for customers to respond to during the Internet registration checkout process. The answers to these custom questions can then be viewed in a report.			
70.	**Participants using the public Internet registration interface and recreation staff using their workstations, access a common database in real time.**			
71.	Application allows the option to set up an Internet only discount to encourage customers to register via the Internet.			
72.	Application offers the ability to determine the residency status of online customers using address through a GIS system or similar. Ability to apply separate fees and set different online enrollment periods for resident vs. non-resident customers.			
73.	Ability to create iCalendar Export File allowing schedules to be imported to personal calendars such as Google and/or Outlook.			
74.	Application provides the ability to reprint receipts and print out tax receipts online.			

		Yes	No	Comments
75.	Application offers the ability for the organization customer to "log off" when their session has ended to restrict access to their account information by subsequent users of the same computer.			
76.	Application allows online access of software to be viewable and usable through mobile devices, including smart phones and tablets.			
77.	Ability to show an image with each program visible online to the public.			
78.	Ability to generate a unique URL for each category of program online (i.e. Sports, Fitness or Aquatics) that will take you to that section of programs to register for online.			
Private Instruction/Personal Training		**Yes**	**No**	**Comments**
79.	System tracks all the following instructor information: Instructor Name, Phone number(s)			
80.	System tracks all the following instructor information: Indication of whether phone numbers can be released to students.			
81.	System tracks all the following instructor information: "Search" keywords for retrieval of instructors with similar skills.			
82.	System tracks all the following instructor information: Notes capability for instructor certifications, skills, etc.			
83.	Application allows for calendar view of schedule for all staff to be able to reference quickly.			
84.	Application allows user to automatically produce and print weekly instructor schedules. Personal information is hidden for public access.			
85.	System calculates Instructor payments by flat fee, $ per hour, $ per booking, $ per participant or % of total fees.			
86.	System shows instructor schedule on calendar in daily, weekly or monthly calendars. Personal information is hidden for public access.			
87.	System allows pre-defined packages (4-pack of personal instruction) to be sold without first having a date to book in the system.			
88.	System allows instructor to attend students individually or by group over a specified date range to mark as scheduled, attended or no show.			

89.	System is capable of tracking when sessions are used for client history.			
90.	Ability for members to check in at the front desk for their private session			
91.	System can schedule sessions from paid or unpaid packages.			
92.	System produces a report that shows instructor total hours spent with clients (attended) over a specified date range sum totaled per day.			
93.	System reports total revenue generated by individual instructor or by a group of similar instructors over a specified date range.			
	Facility Reservation	**Yes**	**No**	**Comments**
94.	Ability to create professional invoices for facility reservation balances due			
95.	Ability to request reservations online			
96.	Ability to show facility availability online			
97.	Ability to choose which facilities are bookable online and which facilities are booked in house with staff (view only to public).			
98.	Ability to email receipts, waivers and contracts			
99.	Application Facility Reservations Module is fully integrated and therefore, can share data with all other system components (e.g. Registration module, Membership module, etc.)			
100.	When operated along with Activity Registration, the system will automatically accept and process facility reservations at the time as new activities are entered, without requiring any duplicate or additional data entry.			
101.	Facility Reservations shares the same common household database as the other modules within the system.			
102.	Application offers the ability to add extra detail information to the facility and complex/center records such as floor plans, pictures and layouts.			
103.	Facility data fields are to include all of the following elements: • Facility Code/Id • Facility Name • Complex/center • Facility Type			

	• Opening and closing times for each day of the week • Overlapping facilities • Text facility notes • Individual "skip dates" for the specified facility • Default permit disclaimer to use • Minimum reservation time, in minutes • Denotation of whether the facility is open 24 hours/day • Search keywords (such as a room with internet hookup) • Capacity • Set-up			
104.	Application will allow entry and management of multiple Complex/Centers, Facility Types and Facilities. Application will also allow a user to search for facilities based on any one or any combination of these same parameters.			
105.	Application will produce a Facility Master Report, showing all facilities and related information.			
106.	Application allows for management of and produces reports relating to all "overlapping" facilities. If you have one large meeting space that breaks into multiple small spaces and a small space is reserved then the larger space would be unavailable.			
107.	Application allows default charges to be entered for facility types and customer types, and allows individual / unique charges down to the individual facility level.			
108.	Application allows access to individual facilities to be restricted by user.			
109.	Application allows new reservations to be entered, produces permit contracts receipts, and prevents double scheduling of facilities.			
110.	Application allows multiple facilities to be rented by a single customer in one step, without requiring multiple permits or duplicate data entry.			
111.	Provides a user configurable on-screen scheduling calendar to view any number of facilities at once and by day, by week, or by month. Time increments in the Scheduling Calendar may be set as low as 5-minute increments up to 2-hour increments. The defaults which control the date, display time increment, and facility, can be controlled and set by the user.			
112.	Application allows search by Facility Name, Complex/Center Name, Facility Type and keyword searches.			

113.	Application automatically will search for multi-day or multi-facility reservations, such as for a customer who wants to reserve a meeting room from 1 to 3pm, from June 1st to July 30th, only on Tuesdays and Thursdays, and only on the 1st and 3rd weeks of the month. After searching, Application will display a screen that shows number of dates requested, which facilities were searched, and which facilities were available for the requested dates.			
114.	After a reservation is processed for one facility, Application will allow the user to process reservations for a second (or more) facilities on the same permit.			
115.	Application will automatically detect if a facility is unavailable due to an overlap conflict, such as if the Soccer Field is being used, which would make the Ball Field unavailable for that same time.			
116.	Application will allow the "attachment" of one or more disclaimers along with each reservation that is processed. The Application will allow multiple disclaimers to be entered and stored, with the text in the disclaimers being user-definable. Disclaimer text will appear on Permit Contracts that are produced.			
117.	Application will allow reservations to be processed for individuals, companies, or both. If a company is used, Application will allow entry of the agent or contact person.			
118.	Application will track the Event name and number of persons attending for each reservation. After the reservation is completed, the Event Name is to be thereafter displayed in the Scheduling Calendar when viewed in the Daily/Weekly/Monthly/Annual format.			
119.	Application will allow entry and storage of "standard" setup instructions, which can be individually stored and customized for each type of facility. When a reservation is processed, Application will allow attachment of standard setup instructions, and also allow entry of specialized or custom setup instructions.			
120.	Facility Rental Price List to allow for unique charges down to each individual facility, and allow for variable charges based on customer types such as resident, non-resident etc. Application shall allow entry of an unlimited number of customer types.			
121.	Application allows setup and automatic assessment of reservation fees based on Customer Type, Center, Site,			

	Facility Type, Event Type, Location/Facility, Day of Week, and Time of Day.		
122.	Application will allow partial or no payment at the time of reservation, and collection of the remaining balance later.		
123.	Application allows collection of payment by cash, check, credit card, or also "from account" if the customer has a credit balance. Incomplete payments can be accepted, including "split" payments with part paid by check, part cash, and part from account, etc.		
124.	If an incomplete payment is received, Application can create a payment plan for the customer. Payment plans can be calculated and created based on weekly, bi-weekly, quarterly, or monthly payments.		
125.	Application includes a customer Account Management and Accounts Receivable system to track customer balances and provide reports for all payments coming due.		
126.	Application will notify operator if they attempt to reserve: • For a facility that has already been scheduled for that date and time. • If the requested date and time conflicts with a "global" date restriction • For a facility that is unavailable due to use by an "overlapping" facility. • For a facility that has a conflicting "individual" date or time restriction.		
127.	Application will produce reservation Permit Contracts and can print contracts in batches.		
128.	Application produces a Reservation Master Report, including all of the following options and data elements: • All reservations for a specific center • All reservations for a specific facility type, such as Meeting Room or Ball Field • All reservations for a specific date range • All reservations for a specific customer • Combinations of the above.		
129.	Application allows the user to select specific criteria to show on a facility schedule report.		
130.	Text to include on Disclaimers, Permit Contracts, Vouchers, and Receipts is user definable.		

131.	Application will produce a Facility Event Setup report for the maintenance staff, which includes all reservations for a selected date range, and includes setup instructions.			
132.	System allows existing Reservations/Permit Contracts to be easily recalled for editing and changes without having to cancel the original reservation and begin again. This includes the ability to alter fees charged and payments made.			
133.	The system will display a list of all facilities, or allow limited searches for facilities.			
134.	If a user wishes to narrow the search and display of facilities, the system will permit the search to be narrowed by limiting the displayed facilities to a Center, Facility Type, Site, Area, or combinations of these.			
135.	Approval Stages: Application has a Reservation Request function that allows tentative reservation of entities that require approval by a supervisor(s).			
136.	System allows for reservations to be restricted by overall capacity, event configuration capacity and event type restrictions.			
137.	All charges can be configured in units of measure of Each, Per Day, Per Hour, per half hour, per quarter hour, Per Week, or Per Month.			
138.	Application allows users to search for a block of open time between specified dates and times, rather than a specific date and time pattern. For example, if a user performs a normal search inquiry for facility types of "Picnic Area" for Aug. 1st from 6pm to 10pm, the system will search for open time on Aug. 1st from 6pm to 10pm. User can define Open Time Block length for search such as search all 60-minute time blocks for specified date. User then has the option to choose the open time block they wish to reserve.			
139.	System offers the ability to cancel reservations and permits. When the reservation is cancelled, the reservation is removed from the calendar. When canceling a permit, the facility is no longer booked. Refunding a permit alone does not assume cancellation.			
140.	Application allows deposits to be placed, including a partial payment at the time of reservation and collection of the remaining balance later.			
141.	Application allows the ability to reprint receipts and Permit Contracts.			

		Yes	No	Comments
142.	System allows the setting of BOTH the minimum AND maximum number of days in advance customers can reserve a facility, such that when both values are set, customers can reserve an entity only within a specified period of time prior to the session date.			
143.	System allows the setting of BOTH the minimum AND maximum number of days in advance customers can request a facility, such that when both values are set, customers can request an entity only within a specified period of time prior to the session date.			
144.	Application allows entry of "global" skip days, such as Christmas day. Application will not allow reservations for sessions or events on dates designated as skip days			
145.	Application allows the ability to over-ride "global" skip days for specific events and reservations.			
	Public Access: Online Facility Reservation	**Yes**	**No**	**Comments**
146.	Application offers the ability to dynamically generate and post .html web pages from facility data and availability already entered into the facility management component of the system. No redundant data entry is required.			
147.	System accesses the same database as recreation staff at their desks, in real time, ensuring single view of the organization at all times. No synchronization or lag time required.			
148.	Application offers the ability for organization customers to search for available facilities online by "reservation type" (meeting, seminar, etc.), "facility type" (park shelter, classroom, etc.), "location", "area", "amenities", "capacity", "date", and "time".			
149.	Application allows organization customers to view facility detail information online listing the facility location, phone contact, supervisor, amenities, min/max capacity, facility overlap information, and hours of operation for each day of week.			
150.	Application allows organization staff to view Internet reservation requests and approve or deny the request prior to confirming and accepting payment.			
151.	System has built-in waiver functionality, such that customers have to click on "Accept" in order to continue with the reservation after reading the waiver – this is recorded as an electronic signature.			
152.	Application allows organization staff to generate a report showing all Internet facility reservations.			

153.	Ability to show images with each facility online, visible to the public			
Membership		**Yes**	**No**	**Comments**
	Ability to create professional invoices for membership balances due			
155.	Ability to sell continuous monthly memberships			
156.	Ability to sell annual one-time memberships			
157.	Ability to sell punch passes at any quantity			
158.	Ability to sell a pass based on another pass status			
159.	Application offers the ability to determine the residency status of online and onsite customers using address through a GIS system or similar. Ability to apply separate fees and set different online enrollment periods for resident vs. non-resident customers.			
160.	Ability to automatically charge credit cards for memberships each month on a certain day without having to manually create a task for this			
161.	Ability to create NACHA file for EFT monthly membership payment in order to upload to bank for processing.			
162.	Ability to auto-generate email notification to members when credit card payments are declined			
163.	Ability for members to modify monthly payment information online			
164.	Ability to auto-generate email notification to members with expired credit card info			
165.	Ability to create membership cards for each type of membership or use one card for all memberships for that individual			
166.	Ability to auto-generate email list of expiring annual memberships to send renewal reminder notice			
167.	Application Membership Module is fully integrated and therefore, can share data with all other system components (e.g. Registration module, Facility Reservation module, etc.)			
168.	Membership Module shares the same client database as the other modules within the system.			
169.	Searching for a Customer: Application offers the ability to do "sounds like" searches on customers and companies. For instance, enter "Thompson" into the search field would return all customers named "Thompson" as well as all customers name "Tompson" and "Thomson".			

170.	Searching for a Customer: Application provides the ability to use wildcard search characters (*,?, %) in all text fields on the Customer Search page.			
171.	Searching for a Customer: Application offers the ability to search for customers by customer ID and by telephone number.			
172.	System offers the ability to select which fields are required for account creation. Choices will allow for different requirements online opposed to over the counter.			
173.	System offers ability to have people attached to more than one household and/or company – specifically for divorced households and various groups.			
174.	System offers ability to split households in the event of divorce without the need to create new accounts and merge information.			
175.	System has automatic search for duplicate account functionality, whereby duplicate accounts can be quickly, easily and automatically merged without losing transactional information.			
176.	Ability to move/merge individuals from one account to another account			
177.	Ability to delete an individual and/or deactivate a client on an account			
178.	System provides capabilities to scan and upload documents (e.g. annual waivers, medical forms, proof of staff certifications, etc.) to an individual in the hosted database.			
179.	Application supports use of bar code scanning or mag stripe scanning.			
180.	Application supports manual keyboard member ID (including name, phone number, email etc) input in case of scanner failure.			
181.	When a membership card is scanned by the bar code reader or mag-stripe, Membership application automatically verifies the card to be valid, and updates the member's attendance record at the same time.			
182.	Application produces audio warning if a Membership card is scanned that is invalid.			

183.	Hosted system allows members to have more than one membership card. Specific cards can be issued for different membership packages with customized pass layouts. In addition, a single card can be set up to host more than one membership package.			
184.	Application allows for multiple active memberships to display and will default to a specified membership over other memberships as defined by administrator.			
185.	If a member's card is scanned by the barcode reader or mag-stripe, and the member's account shows that one of their membership packages is about to expire in a user-definable number of days, the system displays a warning to the operator to allow them to notify the member.			
	Online Access: Membership Payments and Renewals	**Yes**	**No**	**Comments**
	Application allows organization customers to search and view membership package information via the Internet.			
187.	Allow credit card renewals online: System allows memberships to be set up for automatic renewal via credit card online as well as provide a backup form of payment should the first one be declined.			
188.	Allow Payment Plan Auto renewal Online: System allows memberships to be set up for automatic renewal via payment plan online.			
189.	System allows memberships to be set up for automatic renewal.			
190.	System allows the option to turn off the ability for customers to add a family member or friend during the purchase of a membership on the customer (public access) site.			
	Sports League Management Scheduling	**Yes**	**No**	**Comments**
	League management general functionality, creation, roster tied to participant master			
192.	Application allows roster creation by specific registration information (schools, age, grade)			
193.	Referee management and scheduling			
194.	Electronic signatures			
195.	League scheduling that could include double or triple headers in schedule			
196.	League scheduling that will account for coach's conflicts and the ability to enter conflicts.			

		Yes	No	Comments
197.	Tournament scheduling with various/multiple bracket options.			
198.	Ability for online game score reporting			
199.	Email functionality for distribution of schedules and team rosters			
200.	Calendar functionality to allow users to export schedules into their personal calendars (ical/vcal).			
201.	Coach functions (information, training, requirements)			
202.	Application that allows for individual(individual payments) and team registration(one payment)			
203.	Uniform count/report that shows total uniform sizes specific to a program (YS, YM, YL, YXL, AS, AM, AL, etc.)			
204.	Coach photo ID linked to coach/user account			
Point of Sale		**Yes**	**No**	**Comments**
	Ability to work with touch screen monitors that work with keyboard, mouse, swipes, receipt printer and cash drawer			
206.	Ability to have multiple stations for front desk			
207.	Ability to check in and out equipment (basketballs, volleyballs, equipment etc)			
208.	Ability to accept cash, check, VISA, and MasterCard			
209.	Point of Sale (POS) module provides full cash register/point of sale functionality (e.g. system can fully replace cash register).			
210.	POS and other modules have access to the same account balance. (e.g. Parent can put a $200 credit on account and the student can use that credit through POS.)			
211.	POS is fully integrated with other system modules. (e.g. taking a payment for a program automatically opens the POS module and pulls the balance forward.)			
212.	Ability to record and track a variety of sales transactions including retail sales (e.g. swim suit, sports equipment, etc.), membership sales, rental charges, etc.			
213.	A pop-up prompt can be assigned to a POS individual item to ask a specific question and record the response.			
214.	Ability to supply customers with itemized receipts.			

		Yes	No	Comments
215.	Receipts are numbered in order to allow for the identification of transactions and to provide a full audit trail.			
216.	Ability to assign particular sales to preset keys.			
217.	Ability to display cash transactions including balance owing and change to be returned.			
218.	Cashiers have the ability to use different terminals in a given day and the transactions specific to a user are accumulated as one total for the day. Similarly, the number of users on a single register is not limited.			
219.	System accommodates reporting on a centralized basis (e.g. system-wide totals) as well as on a local basis (e.g. totals for a particular station only).			
220.	Ability to re-print a detailed transaction record (e.g. traditionally through a second tape).			
221.	Ability to track non-revenue admissions.			
222.	Prints customer itemized and numbered receipts.			
223.	Provides breakdown of method of payment used.			
224.	Ability to accept/process gift certificates, coupons, vouchers.			
225.	POS module accommodates multiple payment methods including cash, checks and credit cards.			
226.	System allows for locking cash drawers that automatically opening them when a particular transaction is completed.			
227.	Ability to register a drop-in attendance for a single day of an Activity through the POS.			
228.	Ability to lend equipment and charge for the equipment from within the POS interface.			
	Public Access Online Management	**Yes**	**No**	**Comments**
	Please answer (a) – (f) When customer does not have an existing account, System offers the following online options:			
230.	option to only request an account online			
231.	a) option to require new accounts created on the customer site to be approved on the staff side prior to being able to use them for transactions. If selected, online account requests are considered pending until they are approved by admin staff.			

232.	b) option to create an account and have it immediately available for use			
233.	c) Option to activate online user accounts only after email validation. If selected, an activation email will be sent to the customer's email address, and they have to click on a link to activate their online account, ensuring the account cannot be activated if the customer did not give a valid email address.			
234.	d) Option for the system to auto-create a password for an account for online access. The Password will be included in the account creation confirmation sent automatically by email			
235.	e) Option to specify number of days until the auto-created password (in (e) above) for Online access expires.			
236.	f) System gives option to validate the customer's street address when an account is requested from the customer (public access) site.			
237.	System allows customers to add all family members at the time of account creation and have them approved as a group instead going back in and having each family member approved individually.			
238.	System allows the customers to access their personal account information via the Internet with an assigned user name and password.			
239.	System provides the option to allow customers to change their account information and specify what information they can change by themselves.			
240.	System provides the option for organization to enforce customers change their system-generated initial password the first time they log in.			
241.	Please answer (a) – (e) System provides the option to enforce strong passwords, specifically:			
242.	Passwords must be a minimum of 8 characters in length			
243.	Passwords must contain at least 1 number and 1 letter			
244.	a) Password strength, at the option, can be increased by including both upper and lower case letters, numbers and symbols.			
245.	b) Customers will only be allowed "X" (where "X" is customized by the organization) consecutive unsuccessful login attempts before the user login and password are locked out.			
246.	c) Customers will be unable to log in for 1 minute with the same session after 5 failed attempts.			

247.	d) As the password in entered, the strength of the password is indicated by a typical 'password strength indicator' widget.			
248.	Please answer for (a) – (o) e) System allows organization to decide what they wish their customers to see and perform on the public access side, meaning customers should be able to do – at the option of the organization – all of the following but not limited to:			
249.	allow customers to view & print their family schedule			
250.	a) allow customers to view their account deposits b) allow customers to view their debit/credit transactions and account balance – both current and prior and print results for their record			
251.	c) allow customers to view their previous transactions (for example: Enrollments or Reservations) d)			
252.	allow customers to view transactions that require attention (for example: unsigned waivers or checklist items they must return prior to their reservation being approved).			
253.	e) allow customers to view their activity/program grades in their activity enrollments			
254.	f) allow customers to change their login name and password, as well as their secret question and answer			
255.	g) Allow or restrict customers to change their address and personal information			
256.	h) allow customers to change their answers to custom questions that were asked in their previous transactions (e.g. update their preference for Team Jersey number)			
257.	i) allow or restrict customers to change information about their family members or friends, as well as add a new family member or friend to their account			
258.	j) allow customers to view their account balance and make payments to their account			
259.	k) allow customers to view a list of their previous payments and receipt details			
260.	l) allow coaches/instructors to run the Roster report for activities that they are teaching. This function should only be available to those coaches/instructors who are authorized to perform online administration of their activities.			
261.	m) allow instructors to enter Pass/Fail marks of participants of activities that they are teaching			
262.	n) System provides ability for an email to be automatically generated and sent to specified staff to notify when customers change settings on their customer profile, select this option. The email should include: what details			

		Yes	No	Comments
	change, the date and time when the change occurred and which customer specifically made the change.			
263.	o) Online portal integrates with Google Analytics to provide insights into the web traffic and even track marketing effectiveness. With the integration it offers the ability to track virtually all engagement on the site from unique visits and page views, to how much time visitors are spending, which pages are most frequently visited and where the site traffic is coming from.			
	Payment Collection, Financials and Fiscal Reporting	**Yes**	**No**	**Comments**
	Application includes a built in "export" capability to allow exportation of daily financial data to an external accounting system in a CSV format that batches cash, check, and credit card payments by workstation and as daily total.			
265.	System supports both modified accrual accounting methods of revenue recognition – system is configured accordingly during the initial implementation stages.			
266.	Supports deferred revenue accounts for revenues collected, but not recognized until future periods and provides a report that states the deferred amount and date for when it will be deferred to.			
267.	If an incomplete payment is received, Application will allow and create a payment plan for the customer. Payment plans can be calculated and created based on weekly, bi-weekly, quarterly, or monthly payments.			
268.	If there are any payment plan payments on a receipt, additional text is added to the bottom of the receipt, on the receipt notes, giving the receipt number and payment plan balance on each payment plan paid against on the receipt.			
269.	Application allows deposits to be placed, including a partial payment at the time of reservation and collection of the remaining balance later.			
270.	A customer Account Management and Accounts Receivable system is included to track customer balances and provide reports for all payments coming due.			
271.	Application produces Monthly and Yearly reports similar to the Daily Close reports.			
272.	Daily, Monthly, and Yearly reports can be specified by date range, starting and ending receipt numbers			
273.	Application produces Net Revenue reports, including in a summary or detail format, and sorted by Facility, Center, or Revenue Account.			

274.	Application produces a Refund report, showing all refunds for a specified date range.			
275.	Application produces reports of all charges and payments coming due.			
276.	Application has the ability to calculate and track customer balances, and accept customer payments on account.			
277.	Application has the ability to post adjustments to the customer's account balance.			
278.	Application will produce customer invoices and/or statements.			
279.	Application will produce all of the following "Daily Close" reports: • Cash Receipt Report, listing all receipts processed payment type, and totals. • Cash Distribution summary, showing all payment distributions. Account transfer report, showing funds flow among revenue accounts.			
280.	Ability to track and audit cash summary over/shorts.			
281.	Application produces Net Revenue reports. Each of these reports can be produced in a summary or detail format, and sorted by Activity, Season, Category, or Revenue Account.			
282.	Application will produce Receipt Payment reports.			
283.	Application allows for re-printing of receipts.			
284.	Application produces customer Balance Due reports.			
285.	Application produces customer Balance Due reports and can be exported via email.			
286.	Application displays the user that voided a transaction on the voucher or receipt.			
287.	All "system" and "global" information such as G/L accounts, centers, seasons, etc. are managed and maintained within the same web-based application solution. For example all G/L accounts can be inputted and edited/maintained in just one area without requiring duplication.			
288.	Application allows the user to group G/L accounts by department and then generate reports to track G/L account information by department.			

		Yes	No	Comments
289.	Application allows the user to define G/L accounts by site. Users can then choose to just view the G/L account information for their site when setting up activities and generating reports.			
290.	Ability for software fees to be charged on an annual basis, not a transaction fee basis.			
291.	Application provides ability for Site-based revenue recognition, where a Site is the administrative controlling body that controls the financial information of that location.			
292.	System has the ability to manage payments returned for checks due to insufficient funds, accounts closed etc.			
293.	System has the ability to manage disputed credit card charges.			
294.	Credit card transactions will be automatically batched daily and deposited daily in a lump sum.			
295.	Automatic notification of any errors in the daily batch processing.			
296.	Credit card transactions will run through the software system to a third party hosted gateway that must be PCI compliant.			
297.	Ability to use client's chart of account numbers.			
Technical Requirements		**Yes**	**No**	**Comments**
	Application is a web-based solution hosted entirely by the Vendor and provides users and citizens accessibility by web browser.			
299.	List all browsers software is compatible with			
300.	The software system must be PCI Level 1 Compliant (provide documentation in sample reports)			
301.	All network communication is via SSL cryptographic protocol to ensure information is secured at the transport layer, end-to-end, using encryption keys.			
302.	Ability to have a customized web design to look similar to current website design			
303.	List which mobile platforms your system can be used on			
304.	Integration with Microsoft Office			
305.	Platform: MS Windows Server (secure environment)			
306.	User security: Security at the group, user, and field level.			
307.	Scanning and image storing capabilities			
308.	Real time mode and data access.			
309.	Must allow for a single user to be in multiple modules at the same time, without running multiple sessions.			

310.	Data should be, stored and replicated in several Tier IV grade facilities and design (as defined by the Uptime Institute LLC) located in the United States.			
311.	Data Center should have a secondary geographically dispersed center in the United States.			
312.	Data Centers should be SSAE 16 compliant.			
313.	Data Center should have full redundancy and load balancers.			
314.	Vendor should have a disaster recovery plan.			
315.	Backups should include all data of the environment that are stored offsite and tested.			
316.	Data Centers should have physical security including surveillance, staffed access control, and cage space.			
317.	Application should be protected by a double layer of enterprise class firewalls.			
318.	Utilize frequent scans of the infrastructure to detect and notify of potential risks in the environment utilizing the National Vulnerability Database Common Vulnerability Scoring System.			
319.	The vendor maintains a network operation center with own staff for 7/24/365 monitoring the data center environment, availability, and performance.			
320.	Credit card charges are processed by a third party that must be PCI compliant			
321.	Ability to accept electronic checks			
322.	Application provides 56KB accessibility for citizens without broadband connectivity			
323.	All application capabilities, features, functions and credit card processing are fully integrated within a single web-enabled application			
324.	All modules share common data file components such as participants, names, addresses and companies.			
325.	Specifically, the system works such that when the Registration and Reservation modules are utilized, the hosted system automatically accepts and processed facility reservations at the time new activities are created, without requiring any duplicate or additional data entry.			
326.	Staff access all functional areas (Registration, Facilities, Membership, etc.) from a single "login" screen without			

	having to launch and then minimize separate screens for different functional areas			
327.	System allows unlimited combinations of transactions from multiple functional areas on to a single receipt and without having to launch and minimize or close separate modules. An example would be to process multiple Activity Registrations, reserve a Facility and sell a membership all on a single receipt			
328.	Application allows staff to access the organization's data from anywhere at any time with just a browser, internet connection and user ID and password.			
329.	The proposed Application allows the System Administrator to create user "profiles" that allow and grant security rights to various functions of the system. Each user can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group.			
330.	Application offers capability to limit staff users access to specific Sites (where a Site is defined as a cost center), versus global access to all modules for all Sites.			
331.	System has this site-based restriction capability extended to staff/user's ability in producing reports. E.g. Staff with multi-site permissions will be allowed access to site-related report criteria. Staff running reports without multi-site permissions will have system hide site-related report criteria and automatically filter reports based on the user's assigned site.			
332.	System allows logging of staff changes to all activity records, including activity dates, fees, and accounts.			
333.	Credit card processing machines must be PCI compliant and have EMV chip readability			
334.	System utilizes redundant web servers and database servers to ensure data integrity and automated site monitoring application			
335.	Application includes an ability to produce consolidated day end financial reports that provide consolidated totals from all functional areas, such as a Grand total of all enrollments, plus reservations, plus membership sales, etc.			
336.	System has the ability to allow employee to send forgotten password to employee's personal email.			

	Reporting	Yes	No	Comments
	Ability to create customizable reports			
338.	Ability to generate a report of how many valid membership we have per month.			
339.	Ability to generate a report of how many memberships were sold in a month			
340.	Ability to generate a report of how many members used a specific facility in a month.			
341.	Ability to generate a report of how many members used a specific membership pass in a month.			
342.	Ability to generate a report of how many admissions were sold per month.			
343.	Integration with Microsoft Excel without additional formatting			
344.	Platform preferred: MS Windows Server			
345.	Security at the group, user, and field level.			
346.	Scanning and image storing capabilities			
347.	Real time mode and data access.			
348.	Must allow for a single user to be in multiple modules at the same time			
349.	Application provides the availability of customized reporting or the ability to download the database and utilize third-party (i.e. Excel) reporting tools.			
350.	Application provides the user with user-controlled "selection screens" prior to running each report. Selection screens allow the user to narrow the report specification by choosing only relevant data, such as reporting just for a "range" of activity numbers, reporting for just a specified revenue account, a specified Staff Instructor, etc. Report selections of this type may be made either individually, or in combinations.			
351.	Application allows each user to identify "Favorites" or an equivalent. In this area, users can create their own customized list of favorite task areas that is unique only to them. Upon initial login to the application, all Favorites are presented to the user.			
352.	Application produces all of the following Activity reports: • Master report listing all activities, description, dates, times, etc. • Report listing all activities and all Text descriptions, notes, etc. • Under minimum enrollment report			

	• Under maximum report • Full activity report Activity totals and statistics			
353.	• Application produces Attendance Sheets, which include actual session meeting dates(s)			
354.	Application produces reports, by Activity, for Net Revenue.			
355.	Application will produce all of the following "Daily Close" reports: • Cash Receipt Report, **segregating** all receipts processed payment type, and totals by workstations. • Cash Distribution summary, showing all payment distributions. Account transfer report, showing funds flow among revenue accounts			
356.	• Application produces Monthly and Yearly reports similar to the Daily Close reports.			
357.	Daily, Monthly, and Yearly reports can be specified by date range, starting and ending permit numbers.			
358.	Application allows the ability to easily reprint receipts			
359.	Application produces Net Revenue reports. Each of these reports can be produced in a summary or detail format, and sorted by Activity, Season, Category, or Revenue Account.			
360.	Application produces Refund report, showing all refunds for a specified date range.			
361.	Application has the ability calculate and track customer balances and accept customer payments on account.			
362.	Application has the ability to post adjustments to customers account balance.			
363.	Application will produce and print Wait List confirmations.			
364.	Application produces rosters, including all of the following options and data elements: • All rosters for a site, category, instructor, or supervisor • All rosters for activities starting within a specific date range • "Brief" or "Expanded" roster formats Printed rosters, or mailing labels for participants on a roster			
365.	Application allows rosters to be sorted by: • Chronological entry order • Alphabetical			

		Yes	No	Comments
	• Team Name			
	• Age			
366.	• Application allows two Emergency Phone contacts to be displayed on roster reports.			
367.	The hosted system allows any display page in the system to be printed by right clicking and selecting "print".			
368.	Application will produce Receipt Payment reports.			
369.	Application produces statements and statement reports.			
370.	Application produces customer Balance Due reports.			
371.	Application produces Net Revenue Reports by Package.			
372.	Application produces Daily Close, Monthly Close, and Yearly Close reports.			
373.	Application produces reports for membership rosters of various membership packages.			
374.	Application produces renewal and non-renewal reports.			
375.	Application produces membership usage reports.			
376.	Application produces daily activity report.			
377.	Ability to generate a report on how many visits a clients has per month			
378.	Ability to generate a membership pass scanned report in chronological order, or sorted by membership plan and/or type			
379.	Ability to customize daily admission reports by customer "type" (i.e. senior resident or youth non-resident)			
380.	Ability to customize monthly membership reports by customer type or membership plan (i.e. senior resident or youth non-resident)			
	Marketing	**Yes**	**No**	**Comments**
	One central database across all modules tracks customer information, with one view of customers across all sites in the organization(s).			
382.	Communication is built into the system and automatically included.			
383.	System provides integral Marketing Report capabilities, allow staff to print reports, labels and generate email lists based			

	upon multiple selection scenarios, such as zip code, gender, area, and age range.		
384.	System provides capability to segment marketing audiences.		
385.	System allows email to be sent directly from within the system to one or many individuals, accounts, companies, etc.		
386.	System allows email campaigns to be sent in text or HTML		
387.	Ability to personalize emails with individuals' names		
388.	Ability to save and reuse Email Marketing Campaigns		
389.	Ability to designate specific customers and companies as "non-mail customers" so customers will not receive unwanted communications		
390.	System's email communications must be automatically compliant with CAN-SPAM regulations, including opt-out option.		
391.	Broadcast email lists can be produced participants by all of the following: • Customer • Mailing List • Geographic Area • Activity Enrollment Status		
392.	• System provides for Notes/Alerts/etc. (title and type should be customizable) to be tagged to a customer account, such that upon next staff access of that account OR public website login, the Customized Alert is displayed.		
393.	System allows creation of FUTURE alerts/notes/reminders that can be applied to (a) individual customer, or (b) batch of customers		
394.	System allows user to set valid start dates and valid expiration dates for notes/alerts/reminders, such that the system will automatically post and remove the note/alert upon reaching those dates.		
395.	System provides ability to create unlimited number of customized attributes/criteria termed Demographics; these attributes can be assigned to customers for reporting/analysis purposes.		
396.	System provides ability to create unlimited number of "Custom Questions" that can be asked either globally or		

	during a transaction in order to gather additional demographic or program specific information.			
397.	System is able to report on any one or many Custom Questions and their associated answers			
398.	Mailing labels can be produced using any combination of filters. Including but not limited to population database, registration information, membership information, reservations, etc.			
399.	Brochure Download: Ability to export activity information including times, facilities, descriptions and pricing for use in brochure / catalog creation compatible with Adobe InDesign.			
400.	Vendor provides – without additional charge – a Marketing Center, where 24/7 access to the tactics, tools and programs are available to help us successfully market the services. This service should be at no charge and should provide templates, design resources, and guides that will assist in increasing visibility of the new initiatives.			
401.	Ability to send SMS or TEXT messages to mobile devices through a designed group of recipients via the system.			
402.	Ability to create, modify, and reuse standard report templates.			
403.	Ability to create and save reports for continued use.			
404.	Ability to export to Microsoft Word, Excel with minimal effort or formatting			
405.	Ability to report on both fiscal year and calendar year basis.			
406.	Ability to report on any time frame and any part of the general ledger.			
407.	Report writer should be set up so an employee with no knowledge of report-writing programs can build reports.			
408.	All reports should have options of print to file, print to PDF, print to printer (both network & local) and print preview.			

SOFTWARE MODULES	NOTES	TOTAL COST
Registration Software		
Facility Reservation Software		
Membership Sales/Pass Validation Software		
League Management and Scheduling Software		
Point of Sale Software		
Report Printing		
Public Access to Registration Software		
Public Access to Facility Reservation Software		
Public Access to Membership Sales Software		
Public Access to League Scheduling Software		
Additional Software Module:		
Additional Software Module:		
Additional Software Module:		
Sub-Total Software Licensing:		$

IMPLEMENTATION	NOTES	TOTAL
Implementation		
Data Conversion		
On-Site Training (include travel)		
Integration		
Other		
Other		
Sub-Total Implementation:		$

MAINTENANCE	NOTES	TOTAL
Maintenance Year 1 Costs		
Maintenance Year 2 Costs		
Maintenance Year 3 Costs		
Maintenance Year 4 Costs		
Maintenance Year 5 Costs		
Sub-Total Maintenance:		$

EQUIPMENT	QUANTITY	ITEM COST	TOTAL
POS compatible touch screen (preferred widescreen and must also be able to work with keyboard and mouse) AP Front Desk (4) MC Front Desk (1) MC Recreation Office (1) HoodView Park (1)	7 x		
Cash Drawers AP Front Desk (4) MC Front Desk (1) MC Recreation Office (1) HoodView Park (1)	7 x		
Membership Card Reader AP Front Desk (1) MC Front Desk (1)	2 x		
Credit Card Reader AP Front Desk (4) MC Front Desk (1) MC Recreation Office (1) HoodView Park (1)	7 x		
Receipt Printer AP Front Desk (4) MC Front Desk (1) MC Recreation Office (1) HoodView Park (1)	7 x		
Membership Card Printer AP Front Desk (1)	1 x		
Camera Front Desk (1)	1 x		
Sub-Total Equipment:			
Grand Total:			

Attachment E
SAMPLE CONTRACT
OREGON GOVERNMENTAL CONTRACTING ADDENDUM

This Oregon Governmental Contracting Addendum ("Addendum") is entered into by Clackamas County, a political subdivision of the State of Oregon, ("County"),   ("Contractor"). As used below, "Contract" or "Contract Documents" or similar term shall include this Addendum and Describe title of contract being attached (e.g. Bently Systems, Incorporated Master Services Agreement). To the extent there is any conflict between the Contract Documents, the terms of this Addendum shall control.

A. All employers, including Contractor, which employ workers who work under this Contract in the State of Oregon shall comply with Oregon Revised Statutes ("ORS") Chapter 656.017 and provide required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contractors shall maintain employer's liability insurance with limits of $500,000 each accident, $500,000 per disease for each employee, and $500,000 minimum policy limit.

B. The Contract Documents are expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. The following terms and conditions are made a part of this Contract:
  1. Contractor shall:
   a) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract Documents.
   b) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract Documents.
   c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
   d) Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

  2. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract Documents as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract Documents.

  3. The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

  4. Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C. The insurance described in Subsection A above shall provide sixty (60) days written notice to the County in the event of a cancellation or material change. This policy(s) shall be primary insurance as respects to the

County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

1. The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than $1,000,000 combined single limit per occurrence/$2,000,000 general annual aggregate for personal injury and property damage for the protection of the County, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to the Contract Documents. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

2. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract Documents for a duration of thirty-six (36) months or the maximum time period the Contractor's, whichever is greater, insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided the coverage's retroactive date is on or before the effective date of the Contract Documents.

3. The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than $500,000 combined single limit for bodily injury and property damage for the protection of the County, its officers, commissioners, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Addendum. The County, at its option, may require a complete copy of the above policy.

4. The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include the County as an additional insured.   Proof of insurance must include a copy of the endorsement showing the County as a scheduled insured. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it,

5. The Contractor will provide written notice to the County within sixty (60) days after any reduction in the general aggregate limit.

D. The laws of the State of Oregon shall govern as to the interpretation, validity, and effect of this Contract without giving effect to conflict of law provisions thereof.

E. This Contract may be terminated by either party upon at least ten (10) days written notice to the other.

F. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in Section G of this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state

also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

1. Termination of this Contract, in whole or in part;

2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and

3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

   These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

G. The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

H. Indemnification
1. The Contractor agrees to indemnify, hold harmless and defend the County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees or agents.

2. Any obligation of the County to indemnify, hold harmless and defend the Contractor, its officers, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.

I. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.

J. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law (ORS 192.410-505).

K. This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

L. Payment and late fees shall only be in accordance with ORS 293.462.

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein. The Contractor agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein.

XXXXXX   Clackamas County

_____   _____
Authorized Signature   Date   Authorized Signature   Date

_____   _____
Name/Title (Printed)   Name/Title (Printed)

                                                           Approved As To Form:

                                                           _____
                                                           Clackamas County Counsel   Date