

**REQUEST FOR PROPOSAL
ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE
AND IMPLEMENTATION SERVICES**

City of Johnson City, Tennessee



RFP# 6396

**Proposal due:
March 31, 2019, 4:00 PM (Eastern Time)**

City of Johnson City
Purchasing Department
209 Water Street (37601)
P. O. Box 2150 (37605)
Johnson City, TN

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Section A: RFP Introduction

A.1 Purpose of the RFP

Through this RFP, the City of Johnson City, TN (the City) desires to purchase or otherwise acquire rights to use an enterprise resource planning system (ERP) for the City's financial, purchasing, payroll, and human resource needs that meets the requirements identified in this RFP. In addition, the City requires proposals for professional services necessary to implement the system and train City staff on the new software. The City prefers vendors that provide the proposed software via cloud or SaaS.

Proposers may submit multiple-vendor proposals, however if doing so, the bidder should clearly describe the roles and responsibilities of each vendor, both as related to implementation activities and to post-implementation support.

A.2 About the City

Johnson City is nestled in the northeastern corner of Tennessee, and has a population of nearly 69,000 residents. Situated in the heart of the Southern Appalachians, between Roan Mountain and the Great Smoky Mountains, Johnson City is within a day's drive of most major cities in the Eastern United States. It is home to East Tennessee State University, along with ETSU's James H. Quillen College of Medicine and the James H. Quillen Veterans Affairs Medical Center at neighboring Mountain Home. The City has and maintains 742.8 lane miles of city streets and 176 miles of city sidewalks. The land area of Johnson City is nearly 43 square miles. Interstate 26 is the main artery through the City, along with State Highway 36.

Henry Johnson founded Johnson City in 1856, and the City was incorporated in 1869. Mr. Johnson started a town by building a home on what is now the corner of West Market Street and the Southern Railway Company. Johnson built the first depot for the railroad, adjoining his home, and became the depot agent, freight agent, ticket agent, and basically everything connected to the railroad at that time. From this circumstance, the station became known as "Johnson's Depot".

Johnson City adopted the council-manager form of government in 1939. This form combines the - benefits of elected legislative representation with a professionally managed government. Citizens elect, at large, five city commissioners who serve four-year terms. The Board of Commissioners hires a professional city manager to manage and direct the day-to-day operation of the City government, administer the budget, and employ all City employees, with the exception of the Juvenile Court Judge, Juvenile Court Clerk, Municipal Court Judge, and City Attorney. The Juvenile Court Judge and Juvenile Court Clerk are elected by the municipal voters. The Municipal Court Judge and City Attorney are appointed by the City Commission.

The City Manager is the chief executive officer for the city. It is the responsibility of the City Manager to enforce the laws and ordinances of the city and attend all meetings of the governing body with the right to take part in the discussion. Having no vote, the City Manager can make a recommendation of measures to the governing body.

The City provides a wide range of services similar to other jurisdictions in the State, including public safety (both Police and Fire), municipal and regional solid waste services, municipal and regional water and sewer services, parks and recreation, a civic center, seniors' center, one golf course, a mass transit system, public works, and a school system.

The City of Johnson City is located in three counties. Approximately 95% of the City is located in Washington County, with the balance located in Carter and Sullivan Counties.

For property tax purposes, properties are reappraised by the county on a four or five year schedule that is set by each county. The State Board of Equalization reviews appraisals, and an equalized tax rate is established based on the new appraisal values. Typically, the City will have three different property tax rates, depending on in which county the property is located. After receiving the property tax file from the State, the City mails property tax bills by the end of September or early October. Property tax payments are collected by the City and are due by December 31. Property tax bills for public utilities are mailed by the City in late January or early February, and are due within 60 days of billing. City property taxes not paid by April 1 of the year following the delinquent date are forwarded to the County Chancery Court for collection. If it is necessary to place a lien on a property for unpaid expenses (mowing overgrown lots, demolition, etc.), the City works directly with the respective county to place the lien.

The below tables provides City statistics and information.

Background Statistics	
Fiscal Year	FY 20 July 1 – June 30
City Population (estimated)	68,245 (2018 Census)
Adopted Budget (FY20)	\$250,003,537 <ul style="list-style-type: none"> • Includes City School Budget • General Fund revenue is budgeted at \$91,585,723
W-2's Issued	1,382
Approximate Number of Regular Employees (includes part-time and seasonal) <u>budgeted – this is important because we are cutting manual payroll checks for those temp and seasonal employees.</u>	919 FT, 56 PT, 200 Temp/ Seasonal

Metric	2019 estimated
Number of users (Local Government Financial System)	128
Number of vendors (Includes onetime vendors)	11,824
Number of 1099s	154
Number of Transfers/ACHs Processed for Procure to Pay (want to use system for this)	200

Manual Wire Transfers	391
Number of AP Checks Processed	15,600
Purchase Orders Processed (2019)	1154
Processed RFPs/BIDs/RFQs	157
Invoices Processed	42,500
Property Tax Parcels	29,711

A.3 Project Background

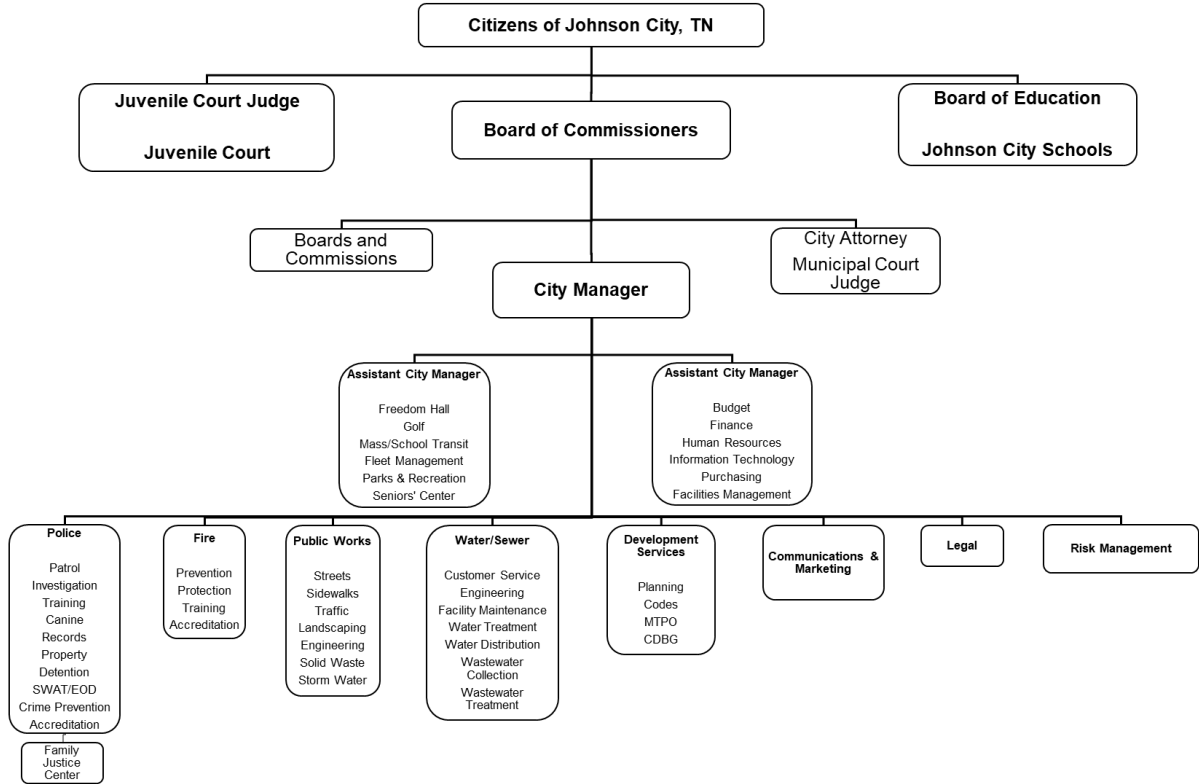
The City’s primary financial system is Local Government Financial Software (LocalGov). The City implemented Zortec by LocalGov [also referred to as LocalGov or TinyTerm] in 2000, and like many other public sector organizations, the system has been customized to meet the needs of the organization. Functionally, NextGen is used by the City for general ledger, budget control, accounting, project cost tracking and financial reporting / and Zortec is used for purchasing, accounts payable, fixed asset tracking, inventory control, accounts receivable, treasury, human resources, benefits, payroll, time entry, property tax billing and collections, point of sale receipting (fees, charges for service, police fines, etc.) and utility billing. ApplicantPro is used for recruitment and applicant tracking. The Fire Department utilizes Crew Sense for scheduling, time entry, and call-outs. The City uses Cartegraph for asset management and work order tracking for Public Work and Water Sewer Services, GasBoy and CFA for Fuel and vehicle tracking, and CityView for all development functions [planning, building codes, code enforcement & inspections].

LocalGov has served the City for many years, however, the software has reached end of life and lacks many modern features found in financial systems on the market today, especially the ability to integrate with other applications. As a result, many of the City’s business processes rely on manual, and often redundant, work-arounds to meet increasingly complex financial processing needs.

The City engaged the Government Finance Officers Association (GFOA) for consulting services to assess financial-related processes, identify future state process improvements and requirements, and to assist with planning and readiness activities related to ERP acquisition and implementations. As a part of the process review and readiness activities, the City identified process specific teams (process improvement teams / PIT) that are dedicated to reviewing, documenting, and developing future and improved business processes. These teams have been tasked to also review existing policies and procedures, and where appropriate, recommend changes in advance of the implementation. Members of the process improvement teams will also participate in the implementation of the selected solution.

The project has established executive sponsorship and a governance structure, project charter, and project goals that will guide decision making throughout the project. The project has also collaborated with cross-organizational management and end-users and expects that this project will result in an enterprise financial system that meets its needs and greatly reduces the number of offline tools and spreadsheets in use today.

Following is an illustration of the City’s organization structure:



Note: the City will release a separate RFP for utility billing. The City plans to an release RFP for those functions after the release of the ERP RFP. It is expected the ERP system will interface to the utility billing system in the future.

The City plans to start the ERP planning phase in November 2020, with implementation beginning January 2021 and an anticipated go-live date for Financials in January 2022.

A.4 Notice to Proposers

Failure to carefully read and understand this RFP may cause the proposal to be out of compliance, rejected by the City, or legally obligate the proposer to more than they may realize. Information obtained by the proposer from any officer, agent or employee of the City shall not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any of the RFP conditions or any subsequent contract conditions. Only the format described in the RFP and the attachments included with this RFP will be accepted as compliant for the submitted proposal.

A.5 Conditions

A.5.1 In the event that all RFP requirements are not met with products and services provided by one firm, proposers are encouraged to partner with another firm to submit a joint proposal. Failure to meet all requirements will not disqualify a firm. However, the City will evaluate each proposal to determine if its overall fit is in the best interests of the City.

- A.5.2** In the event that multiple firms partner to submit a joint proposal, the proposal must identify one firm as the primary contact. This primary contact will be the primary point of contact throughout the procurement process and will be held responsible for the overall implementation of all partners included in the joint proposal.
- A.5.3** Pricing must be submitted on a fixed fee basis upon completion of pre-identified “milestones.” Travel costs should be included in milestones. For implementation services under a milestone arrangement, the vendor shall invoice the City when the City has accepted the Services included as requirements for each milestone. The scope of the project, including the milestones, will be defined by the statement of work that describes both functional requirements of the software and business process expectations.
- A.5.4** All proposals and any subsequent clarification or response to the City’s questions shall be valid for a minimum of 120 days.

A.6 City’s Rights Reserved

- A.6.1** The City reserves the right to select the proposal(s) which in its sole judgment best meets the needs of the City. The City has established an Evaluation Committee that will make a recommendation to the City ERP Steering Committee and the City Manager with final approval required by the board of commissioners. The lowest proposed cost will not be the sole criterion for recommending the contract award.
- A.6.2** The City reserves the right to award multiple contracts from this RFP.
- A.6.3** The City reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the City to be in the City’s best interest.
- A.6.4** The City may modify this RFP by issuance of one or more written addenda. Addenda will be posted on the City’s website at https://www.johnsoncitytn.org/bid_posting/index.php. (See Section A.7).
- A.6.5** The City reserves the right to meet with select proposers at any time to gather additional information. Furthermore, the City reserves the right to remove or add functionality (i.e., modules, components, and/or services) until the final contract signing.
- A.6.6** This RFP does not commit the City to award a contract. All proposals submitted in response to this RFP become the property of the City and public records, and as such, may be subject to public review. Proposers concerned with release of proprietary or confidential information are encouraged to not submit that information in the proposal.
- A.6.7** The City shall not be liable for any pre-contractual expenses incurred by prospective vendors, including but not limited to costs incurred in the preparation or submission of proposals. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

A.7 Communication Regarding this RFP

All communication from prospective proposers regarding this RFP must be in writing by email to the address listed in section A.8 of this RFP. Communication by telephone or in person will not be accepted.

Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the selection committee, any member of the City Commission or any employee of the City with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration.

A.8 Inquiries and Requests for Clarification

A.8.1 In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed through email to the following contact. Questions over the phone will not be accepted:

Contact: *Debbie Dillon, CPPO, CPPB*

Title: *Director of Purchasing*

Email: ddillon@johnsoncitytn.org

A.8.2 All questions concerning the RFP must reference the RFP section heading. Questions will be answered and posted to the City’s website in the form of addenda to the RFP. When addenda are issued, all firms that have registered as a proposer will be notified through email.

A.8.3 Inquiries or requests for clarification submitted prior to the pre-proposal conference will be addressed at the pre-proposal vendor conference. Additional inquires or requests for clarification will be accepted until March 17, 2020, at 4:00 PM (EST).

A.8.4 Proposals may be changed or withdrawn prior to the deadline for proposals. All such changes and withdrawals must be submitted in writing and received by the City prior to the deadline for proposals. After the deadline for proposals, no change in prices or other provisions prejudicial to the interest of the City or fair competition shall be permitted.

A.9 Pre-Proposal Conference

A pre-proposal vendor conference will be held via phone on March 10, 2020, at 11:00 AM (EST). Attendance at the pre-proposal conference is not mandatory. Proposers intending to participate in the pre-proposal conference should request meeting access information when registering. Answers to questions submitted prior to the conference and answers to all questions asked at the pre-proposal meeting will be officially answered by addendum after the meeting.

A.10 Procurement Schedule

The expected procurement schedule is listed below. The City reserves the right to change the procurement schedule. If changes are made, proposers will be notified by the City in the form of an addendum to this RFP, emailed directly to all registered proposers and posted on the City’s website.

Procurement Schedule	
2/28/2020	RFP released
3/10/2020	Pre-proposal conference – 11:00 AM (EST)
3/17/2020	Deadline to submit questions and requests for clarification on the RFP by 4:00 PM (EST)
3/20/2020	Answers to submitted questions provided

Procurement Schedule	
3/31/2020	Proposals due – 4:00 PM (EST)
5/12/2020	Vendors selected for software demonstrations are notified
7/7/2020 – 7/9/2020 7/21/2020 – 7/23/2020 7/28/2020 – 7/30/2020	Software demonstrations
August	Discovery
August – September	Complete contract negotiations and Statement of Work (SOW)
September – October	Approval by the City Commission
November – December	Planning phase prior to implementation starts
January 2021	Implementation begins

- A.10.1** Vendor interviews, if held, will utilize a combination of on-site and remote presentations and can cover all functional areas listed in this RFP including software or implementation services. On-site presentations will be held at the City offices in Johnson City, TN. The City expects to elevate up to three (3) proposers for interviews. It is recommended that key stakeholders, subject experts, and those that will be involved with implementation be available for these interviews. The City expects that a portion of the evaluation criteria will focus on the proposed project team and failure to make project team members available will negatively impact proposal evaluations. The agenda and software demonstration scripts will be distributed to proposers that have been short-listed for software demonstrations approximately two to three weeks in advance of the demonstrations. The City reserves the right to change the dates as needed.
- A.10.2** Discovery sessions will consist of an additional on-site meeting with elevated proposers to focus on implementation issues and development of a statement of work (SOW). After vendor demonstrations/interviews, it is expected the City will elevate either one (1) or two (2) proposers. Each elevated proposal team will receive a Request for Clarification (RFC) letter that will ask proposers to clarify any necessary parts of the initial proposal. In addition, the RFC letter will identify a schedule for the on-site Discovery session that will include a detailed discussion of implementation issues. It is the expectation of the City that all key project team members will be available for the on-site Discovery sessions.

A.11 Evaluation Criteria

The City will review all proposals received as part of a documented evaluation process. For each decision point in the process, the City will evaluate proposers according to specific criteria and will then elevate a

certain number of proposers to compete in the next level. Proposers not previously elevated may be elevated at a later date.

The sole purpose of the proposal evaluation process is to determine which solution best meets the City's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide and has proposed the best software and implementation approach for the City's current and future needs based on the information available and the City's best efforts of determination.

The proposal evaluation criteria, which will be developed by the City prior to opening of proposals, should be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of the City. The City expects that evaluation criteria will focus on major risk areas for ERP implementations and include, but not be limited to the following:

- Ability to meet City's project goals
- Ease of integration
- Software functionality / user friendly / customizable dashboards
- Implementation approach
- Project management
- Understanding of the City's needs
- Business process expertise
- Past experience with similar organizations and references
- Past experience/qualifications of consulting team
- Training
- Deliverables and project documentation
- Compliance with contract terms and conditions
- Responsiveness of proposal
- Performance in vendor interviews and Discovery sessions
- Costs
- Easy to create reports

The City reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the above list. The City's selection committee will then make a recommendation to be approved by the City's steering committee to elevate proposals for software demonstrations, discovery, and final contract negotiations.

This solicitation will neither commit the City to commence any project, nor in any way limit the discretion of the City in selecting a firm or in making any future modifications to the scope of work under this proposal, before or during the life of the project, should it be undertaken.

The City will not pay any costs associated with the preparation or submission of qualifications and/or presentations and/or interviews.

All respondents must initially represent themselves solely by their written submittal. The responses will be reviewed by a selection committee, and based upon the selection committee's findings, the finalists may be requested to provide additional information and/or appear before the committee.

A.12 Acceptance of Proposal Content

Proposals are to be valid for a minimum period of **ONE HUNDRED TWENTY (120) days** from date of proposal opening.

The contents of any proposal received shall become contractual obligations upon the execution of a contract by authorized representatives of both the City and the consultant. Failure of the successful consultant to accept these obligations may result in cancellation of the award.

The City may negotiate separately with any source in any manner necessary to arrive at a contract agreement that is in the best interest of the City.

ADDENDA

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all known Proposers. No oral interpretations or communication will affect or change in any way the information contained herein.

It is the Proposer's responsibility to assure receipt of all addenda. All Proposer's should contact the City prior to submitting a response to ascertain whether any addenda have been issued. Please check www.johnsoncitytn.org/purchasing for any addendum's issued.

ACCURACY OF PROPOSAL INFORMATION

Proposers who submit in their proposal to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect shall be disqualified from consideration.

RIGHTS AND OPTIONS OF THE CITY OF JOHNSON CITY

The City reserves the following rights and options,

- Determine those proposers who are most qualified.
- Reject any or all proposals for any reason, at its sole discretion.
- Supplement, amend, or otherwise modify this RFP.
- Cancel this RFP with or without submission of another RFP.
- Issue additional solicitations for information and proposals, and conduct investigations with respect to the qualifications of each respondent.

REQUIREMENTS FOR BIDS, REQUEST FOR PROPOSALS....

This Proposal, and any response to it, includes the City's "Requirements for Bids, Requests for Proposals, and Contracts, etc." and the "Sealed Solicitations General Terms and Conditions" attached hereto and set forth herein as if verbatim. These documents are attached.

A.13 Proposal Submittal Instructions

- A.13.1** Proposals are to be submitted in sealed packages by March 31, 2020 at 4:00 PM EST. Late submissions will not be considered. Electronic, telephone or facsimile submittals will not be accepted.

Submittal Address:

Johnson City Purchasing Department
Attention Debbie Dillon, Director
209 Water Street / PO Box 2150
Johnson City, TN 37601 / 37605

- A.13.2** Failure to comply with the requirements of this RFP may result in disqualification. Proposals received subsequent to the time and date specified above will not be considered.
- A.13.3** Signature on the proposal by the proposer constitutes acceptance by the proposer of terms, conditions, and requirements set forth herein.
- A.13.4** Proposers are required to submit EIGHT (8) original hard copies and TWO (2) electronic copies of the proposal in a sealed package that is clearly labeled with the proposer's company name and the RFP name [just in case one thumb drive fails]
- A.13.5** Use Attachment 1 (RFP Submittal Checklist) to ensure that all required documents, forms, and attachments have been completed and submitted as instructed.
- A.13.6** Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. All proposals and supporting documents become public information after an award has been made by the City Commission, at which time they will be available for public inspection in accordance with State of Tennessee public records statutes.

The attached insurance checklist (which includes a section for both the Insurance Agent & Vendor to fill out) and General Contract Form must be completed and returned with the RFP package. An approved Certificate of Insurance will be required, as specified, prior to contract award by the City (Attachment 15_Insurance Checklist).

A.14 Organization of Proposal

The proposal must be organized into major sections defined in Section C. Any required attachments must be included in the proper section as indicated by the instructions.

A.15 Format of Electronic Submission

Proposers must provide electronic copies of all files on a USB drive or similar device using the following file formats. Attachments not listed in the table below do not have a required file format and may be supplied in either the original file format or PDF.

RFP Section	Attachment / Document	Required Format
D. 10	Complete Attachment 10 (Conversions)	Microsoft Excel (.xls or .xlsx)
D.11	Complete Attachment 11 (Staffing)	Microsoft Excel (.xls or .xlsx)
D.12	Complete Attachment 12 (Interface List)	Microsoft Excel (.xls or .xlsx)
D.13	Complete Attachment 13 (Functional Requirements)	Microsoft Excel (.xls or .xlsx)
D.14	Complete Attachment 14 (Cost)	Microsoft Excel (.xls or .xlsx)

Section B: Scope of Project

B.1 Project Scope

The overall project scope for the project is defined in Sections B.2 – B.5 below. Scope includes software, implementation, project management, and other ongoing services.

1. Accounting / General Ledger and Financial Reporting
2. Project & Grant Accounting and Management
3. Procurement
4. Accounts Payable
5. Treasury / Cash Management
6. Accounts Receivable and Collections
 - 6..1 Property Tax
 - 6..2 Other
7. Budget Preparation
8. Capital Assets / Asset Management
 - 8..1 Work Orders
9. Inventory
10. Fleet Management
 - 10..1 Inventory
 - 10..2 Shop work orders
11. Recruitment / Applicant Tracking
12. Position Control
13. Human Resources
 - 13..1 Benefits
 - 13..2 Employee Evaluations
 - 13..3 Employee Self-Service
14. Payroll/Time Entry
15. Risk Management / Workers Comp
16. Work Orders
17. Point of Sale
 - 17..1 Police
 - 17..2 Transit
 - 17..3 Property Tax
 - 17..4 Freedom Hall
 - 17..5 Seniors
 - 17..6 Parks & Recreation
 - 17..7 Other (State Shared Revenues, etc.)
18. Property Tax

B.2 Project Goals

Within each individual scope category, the City expects to use this project to not only implement software, but also implement significant changes to City policy or business process. The City expects that the chosen vendor understands the City's goals and will provide assistance in guiding the City towards achievement of these goals. Below are identified high-level goals and also goals by business process:

- Reduce the use of spreadsheets at department level (employee leaves, track projects, budget availability, grants, and other reporting needs)
- Ability to integrate with key applications
- Improved management tool
- Improve business processes and implement decentralized data entry where possible
- Improve vendor management with self-service
- Availability for Employee Self Service
- Use the system for reporting needs at the department level for human resources and financial functions
- Consider changing the chart of accounts to allow for improved financial reporting and management
- Improved report functionality to allow enhanced financial analysis and management
- Integration with Cartegraph, CityView, Crewsense, Docstar, Active.Net and other potential applications listed in **Attachment 12 (Interfaces)**.
- Improved customer (internal, external) service with self-service capabilities (vendor, customer bill payments)
- Workforce Mobility

B.2.1 Accounting / General Ledger / Project/Grant Accounting. The City is using this project as an opportunity to implement a new system to further automate and streamline business processes, eliminate use of shadow systems to track project/grant or managerial data, and leverage reporting tools that provide current, accurate, and relevant data to managers.

Project Goals:

- Reduce the use of spreadsheets at department level (track capital projects, budget availability, grants, and other reporting needs)
- Use the system for accurate and timely reporting on budget
- Use the system for reporting needs at a department level
- Provide better budget control to reduce need for budget adjustments and contract amendments

B.2.2 Budget Preparation. The City will use the ERP system to manage the development of both operating and capital budgets. In order to align with recognized best practice, the City is looking for a more efficient tool to enter departmental budgets, complete with multiple levels of approval. Using data from the system, the City expects the system to provide forecasting, analytic, and scenario planning tools to help City executives decide on allocation of resources. In addition, the City expects to use the budget tool to prepare long-term forecasting for the City that projects and analyzes expense and revenue trends, expected capital expenditures, capital needs, and other cost and revenue drivers for the organization.

Project Goals:

- Develop program budgets
- Alerts when expenditure approaches the budget amount
- Approvals through the budget process
- Although not required, a visual dashboard snapshot of budgeted expenses at a glance, by department is favorable.
- Develop 5-year capital improvement plan (CIP)

B.2.3 Procurement / Accounts Payable. The City operates with a centralized purchasing function. However, the City is using this project as an opportunity to implement revised purchasing policies and to improve communication and reporting with vendors and users. For accounts payable, the City will implement best practices featuring electronic workflow, modern security and internal controls, and efficient processes.

Project Goals:

- Improve and automate the purchase process and turnaround time
- Reduce direct payment of invoices and require approval before purchase is made
- Reduce time to pay vendor or reimburse employees
- Increase the number of vendors paid electronically
- Automate and increase transparency in the purchasing card function
- System is used to monitor and manage spending on contracts
- Utilize vendor and user self-service

B.2.4 Treasury / Cash Management. Having an integrated system that all departments can use to manage treasury and cash receipts functions will allow the City to take an enterprise approach to accounts receivable. With the systems, departments without a specialized billing system will be able to utilize the ERP system for miscellaneous billing, aging, cash receipts, and reporting. For departments with a detailed billing system (utility billing), the ERP system will provide an interface so that all accounts receivable and cash receipts can be aggregated in one system.

Project Goals:

- Implement accounts receivable system that provides accurate reporting
- Develop interface to automate exchange of information from third party billing systems
- Automated bank and credit card reconciliations
- Improve daily cash management activities

B.2.5 Property Tax / Accounts Receivable. The City of Johnson City is located in three counties. Approximately 95% of the City is located in Washington County, with the balance located in Carter and Sullivan Counties. For property tax purposes, properties are reappraised by the county on a four or five year schedule that is set by each county. The State Board of Equalization reviews appraisals, and an equalized tax rate is established based on the new appraisal values. Typically, the City will have three different property tax rates, depending on in which county the property is located. After receiving the property tax file from the State, the City mails property tax bills in late September or early October. Property tax payments are collected by the City and are due by December 31. Property tax bills for public utilities are mailed by the City in late January or early February, and are due within 60 days of billing. The financial software calculates and posts the monthly penalty and interest charges. City property taxes not paid by April 1 of the year following the delinquent date are forwarded to the County Chancery Court for collection, with the exception of bankruptcies. The Clerk and Master of the

Chancery Court forwards a monthly check to the City, representing collections for the previous month. If it is necessary to place a lien on a property for unpaid expenses (mowing overgrown lots, demolition, etc.), the City works directly with the respective county to place the lien. City staff prepares a monthly report of outstanding taxes from the financial software and posts it on the City website.

The State of Tennessee has a tax relief program that will pay a portion of a resident's property tax bill if they meet certain criteria (i.e. veteran, low income, etc.). The state sends a voucher for properties within this program directly to the City. The State does not provide an electronic file of tax relief recipients, so these are entered manually in the Property Tax module. Participants in the tax relief program may elect to pay their tax bill in full and receive their subsidy directly from the State or pay their tax bill net of the subsidy. In the latter case, the State will reimburse the City. This election is made by the taxpayer at the time taxes are paid. Although tax relief is cleared in the City's local software at the time payment is made, the State houses their own tax relief software and requires the local governments to submit reimbursements in that system. The City receives roughly 900 tax relief vouchers each year.

Project Goals:

- Use system to generate property tax bills
- Use system to process tax collection
- Use system to track bankruptcies
- Use system to determine outstanding property tax payments
- Use system to bill and calculation interest charges
- Use system to manage tax relief vouchers provided by the State

B.2.6 Capital Assets / Asset Management. The City has a need for both basic capital asset reporting to satisfy accounting standards and for a tool to assist staff with managing those assets. Capital asset functions are managed together between the finance office and the departments that control the assets. For capital assets, the City requires a system to perform all necessary accounting transactions. For non-capital assets falling outside the definition of a capital asset, the City requires a system for departments to track. With all assets, the City performs regular maintenance on the assets and desires a system to track work orders, identify preventative maintenance needs, budget for replacement costs, and analyze the total life-cycle costs of ownership.

Project Goals:

- Track all assets in one system
- City capitalizes project cost from project accounting system and include both contracted and internal costs
- Integrate to Cartegraph
- Integrate to CityView

B.2.7 Applicant Tracking. The City currently uses a system for applicant tracking purposes but would like an integrated solution as part of this project. In addition, the City would like to integrate or replace the current system if the proposed solution meets their needs.

Project Goals:

- Recruit new City employees in system
- Post job announcements electronically
- Use system to vet / sort applications by minimum qualifications
- Track application through entire hiring process
- Applicants can apply online

B.2.8 Position Control. With position control, the City expects to define unique position numbers in the system and associate positions with job classifications that will maintain information across a number of similar positions (such as salary grade/step, benefit information, etc.). The City also expects a position control system to enforce position budgets and maintain historical information on positions as they are modified and re-classified over time.

Project Goals:

- Define positions and job classifications that allow for efficient administration of personnel budget and position control
- Track position history
- Integrate public safety to online application system

B.2.9 Human Resources. Implementation of a human resource system for the City will provide numerous benefits and allow the City to automate processes, eliminate redundant tracking and storage of forms, utilize system tools for greater efficiencies, and provide additional benefits to employees. With the implementation, the City will focus on establishing a core human resource system that provides electronic employee files, electronic personnel actions, integrated benefit management, employee evaluations, and employee self-service.

Project Goals:

- Use the system to manage employee files
- Implement electronic personnel action form
- Provide self-service tool to employees
- Centralized tracking of employee certifications and ongoing requirements to maintain certification
- Electronic onboarding

B.2.10 Payroll / Time Entry. In addition to moving to a new payroll system that avoids manual calculations, the City will use this project as an opportunity to automate much of the payroll process. In implementing a new time entry and payroll process, the City will focus on simplifying the process and will use opportunities prior to go-live to simplify payroll rules.

Project Goals:

- Eliminate paper timesheets
- Digital Approvals from supervisor
- Reduce unnecessary error correction with payroll
- Allow employees to charge labor costs to project and program
- System used to track and communicate leave accruals
- Calculate overtime according to court agreements as well as the Fair Labor Standards Act to ensure compliance with contractual and statutory requirements

- Allow employees to request time off, view their paystub, print their W-2, track their leave accruals, etc.

B.2.11 Inventory. Several departments have the need to track and manage inventory as part of their business operations. The City currently does not have an enterprise-wide system for managing inventory and departments have been relying on existing systems, spreadsheets, and tools to meet needs. With the project the City is looking for a system that can be applied to departments with a need.

Project Goals:

- Vehicle maintenance inventory / Fleet Management parts inventory
- Departmental supply inventory
- Public Work’s inventory

B.3 Project Timeline

Assuming an early 2021 start, proposers should communicate realistic timelines to both successfully implement the ERP system and to guide the City in achieving its stated goals. The City is assuming a phased implementation approach at this time. The City has identified the following target schedule, but expects future conversations around go-live dates and phase duration as part of the evaluation process.

Possible Project Schedule		
Phase	Start	Go -Live
1) Finance	January 2021	January 2022
2) HR/Payroll	March 2021	March 2022

B.4 Implementation Approach

The City understands that each proposer may take a different approach to implementation. However, to better compare different approaches and to ensure that essential components of the implementation are proposed, the City requires that all vendors use the definitions below when describing implementation activities. Similarly, the City will require that vendors provide tasks in their response to meet both the stage requirements and deliverables contained below. When completing responses required in Section C of this RFP, use definitions listed within the section. In the event that proposed activities overlap multiple stages, select the stage that best applies.

B.4.1 Project Management. Vendor will be responsible for providing overall coordination and management to the project including governance support, schedule management, risk mitigation, project communications, contract management, and quality assurance. Specific deliverables expected during this stage include:

- Project charter / guidelines
- Project plan
- Status reports
- Requirements traceability

B.4.2 Knowledge Transfer. Vendor will be responsible for ensuring that the City’s core team has sufficient knowledge and understanding of the software to properly participate in the project

and subsequent system and business process design discussions. Knowledge transfer stage will include all core team training. Specific deliverables expected during this stage include:

- Project team training plan
- System documentation

B.4.3 System Design. Vendor will be responsible for facilitating the process to define how the system will be used to meet the City's business process requirements and project goals. As part of the design, the City expects to engage in discussions around how to use the system most effectively, what changes in business process are required and to document configurations, interfaces, reports, workflows, and security roles. Specific deliverables expected during this stage include:

- System design document

B.4.4 Build. After completing design and after the City has made decisions on both business process and system configurations, the City expects that the vendor and City staff will work collaboratively on building the system. All activities related to system configuration, interface development, report creation, or other build tasks should be included in this stage. Specific deliverables expected during this stage include:

- As-build documentation
- Test scripts

B.4.5 Testing. Throughout the process, the City expects to engage in execution of a formal test plan. The test plan will be developed during the project and include testing approach, roles and responsibilities for testing, and clear deadlines and expectations around testing effort. The City expects to engage in detailed conference room pilot testing, unit testing, regression testing, integration testing, parallel testing (payroll), and user acceptance testing. Specific deliverables expected during this stage include:

- Testing plan
- Testing results

B.4.6 Go Live / Support. At time for go-live, the City expects that the vendor will assist with end-user training, work to prepare a cutover plan, and assist with the transition to the new software. Included with go-live could also be assistance for after go-live with management of help-desk type functions. Specific deliverables expected during this stage include:

- Training plan
- End-user training materials
- Cutover plan
- Final acceptance documentation

B.5 Interfaces & Current Applications

The following information is intended to address current applications and Third Party Systems (TPS) that are used by the City for major business functions. Information about their replacement or interface is provided in detail in **Attachment 12 (Interface List)**. All systems listed in **Attachment 12 (Interface List)** are assumed to be in scope for replacement or interface to the new ERP system. The City intends to discuss the future use of these applications, or their replacement, during software demonstrations and contract negotiations. However, Proposers should complete **Attachment 12 (Interface List)** to the best

of their ability based upon the instructions provided and submit with other attachments as part of the RFP response.

Functional information regarding possible responses has been provided in the table below for your convenience. Please read carefully and respond thoughtfully as interfaces to the City’s existing systems and/or their replacement is critical to project success.

Attachment 12 (Interface List)	
Column E: Available Responses	
Replace w/ERP	System is replaced with functionality native to the new the ERP
Replace w/New TPS	System is replaced with a new Third Party System (TPS) that has been proposed as part of the new solution
Keep	Keep the current system and build a permanent interface as part of the project
Column F: Available Responses	
Inbound Only	Data will be pulled from the TPS into the ERP System
Outbound Only	Data will be pushed from the ERP System into the TPS
Bi-Directional	Data will be pushed from the ERP System into the TPS and pulled from the TPS into the ERP System
Column G: Available Responses	
Temporary	Interface will be needed for limited amount of time during the project but will not be necessary after the project is completed
Permanent	Interface will be needed for the life-time of the ERP System
Column H: Available Responses	
Real-Time	Data is transferred, at a minimum, every 15 minutes
Hourly	Data is transferred, at a minimum, every 60 minutes
Daily	Data is transferred, at a minimum, every 24 hours
Weekly	Data is transferred, at a minimum, every 7 days
Monthly	Data is transferred, at a minimum, every 30/31 days

Interface requirements have also been included within the functional requirements. These interfaces are meant to address “new” Third Party Systems (TPS) that have been introduced as part of the proposal rather than existing TPS. Proposers should respond to each functional requirement, including the

interface requirements, to identify the proposed scope. Any positive response – “Y” or “Y-ND” is considered to be in-scope and all pricing for the proposed scope included in the submitted milestone pricing.

B.5.1 Data Conversion - The City understands the level of effort required to convert data and is interested in converting only essential data required for the new system. Proposers are required to complete Attachment 10 (Conversions) and indicate the proposed data conversions that are included in scope.

B.6 Project Staffing

The City will make every effort to staff the project appropriately and understands that staffing a project is important to its success. The City has staffed the project with small teams of five (5) to seven (7) individuals that represent key stakeholder groups for each functional area. These process improvement teams have worked to establish project goals, discuss improvement opportunities, and ready the City for implementation. It is expected that all will be involved as the “core” team moving forward with the project. Each core team will have a lead individual identified, but all are expected to participate in the project. The City has identified the following teams for the project:

- Accounting
- Procure to Pay
- Accounts Receivable
- Treasury
- Asset Management
- Budget
- Human Resources
- Payroll & Time Entry
- Risk Management

City Staff Participation	
Assumed Role	Maximum Participation (FTE)
Project Manager	.5 - 1.0 FTE
Core Team Leads	.50 FTE Each
Core Team Members (SME’s)	.25 – .5 FTE Each
Technical Resources	As needed

B.7 Number of Users

It is difficult for the City to envision exactly who will use the system as implementation of the system will result in a major change in the way that the City does business. Proposers should plan however on having all City departments with access to the system for at least a few users to enter transactions. The following user counts identify expected users within each functional area. Additional users may be required for extra help and proposers should plan to provide sufficient system access for the City to fully implement their desired business processes. Proposals should include services to complete implementation and any appropriate training services to prepare all City staff for using the system.

(Note: Employees are counted in multiple columns). Also, it is assumed all employees will use the new system for time entry. The below will be users of the system.

City Users		Approx. User Count	
Full & Part Time Employees [Temp & Seasonal are N/I]	Total Employees	Estimated Number of Primary Users	
Administration	5	3	
Juvenile Court	12	2	
Board of Commissioners	5	0	
Freedom Hall	6	2	
Mass/School Transit	104	5	
Parks & Recreation & Golf	83	14	
Senior Center	18	3	
Budget	3	3	
Finance	19	19	
Fleet Management	36	4	
Human Resources	4	4	
Information Technology	15	6	
Purchasing	4	3	
Facilities Management	8	3	
Police	187	30	
Fire	130	5	
Public Works	154	22	
Water / Sewer	174	40	
Development Services	22	5	
Communication & Marketing	3	1	
Legal	2	1	
Risk Management	4	4	

B.8 Statement of Work

The City will require the development of a detailed statement of work, including a high-level project plan, prior to contract signing. The statement of work will include and describe at least the following and may include additional items the City deems necessary:

- Project scope
- Project milestones
- Project deliverables

- High-level project schedule (listing of phases and go-live dates)
- Project resources
- Project roles and responsibilities
- Project change control procedures

Section C: Detailed Submittal Requirements

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content. Proposals must address the following questions and contain the following sections.

C.1 (Proposal Section 1.0 - Introduction) The introductory material should include a title page with the RFP name, name of the proposer, address, telephone number, the date, a Letter of Transmittal, and a Table of Contents. The executive summary should be limited to a brief narrative (less than 3 pages) summarizing the proposal.

- C.1.1** Complete Attachment 1 (RFP Submittal Checklist)
- C.1.2** Complete Attachment 2 (Signature Page)
- C.1.3** Complete Attachment 3 (Proposer Statement)
- C.1.4** Complete Attachment 15 (Insurance checklist)
- C.1.5** Complete Attachment 16 (General Contract Form)

C.2 (Proposal Section 2.0 – Proposer Team) This section of the proposal should include a general discussion of the proposer’s overall understanding of the project and the scope of work proposed including the following:

- C.2.1** Complete Attachment 4 (Scope of Proposal)
- C.2.2** For each firm identified on Attachment 4 (Scope of Proposal), explain the following:
 - Complete **Attachment 7 (Reference Form)**
 - Role of the firm in the project
 - Statement about whether the primary proposer’s contract will/will not encompass the third-party product/service and/or whether the City will have to contract on its own for the product/service.
 - Complete **Attachment 5 (Software Background)**
 - Complete one form for each firm included in the proposal.

○ Software Background	
Software Product Name:	
Firm Providing Software:	
Software History	
Current Version of the Software:	
Date of Release for Current Version:	
Date of First Release of Software:	

o Software Background	
Identify any Precursor Software Products or Alternate Names for Software	
Current Version	
What Were Top Five Enhancements in Current Version of the Software	<ol style="list-style-type: none"> 1. 2. 3. 4. 5.
How has Software Changed Over Previous Three (3) Years	
Biggest Limitation of Current Software	
Third Party Products	
List any Third Party Products embedded in the Software	
List any Third Party Products Recommended for Use along with the Software	

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- Attachment 6 (Professional Services Background) Complete **Attachment 6 (Professional Services Background)**

C.3 (Proposal Section 3.0 – Functional Requirements) This section describes the software and implementation scope of the overall project and the requirements for each functional area. Responses to the functional requirements should be completed to identify the capability of the software, the scope of the implementation plus if the requirement will be include under the scope of any proposed support agreement. Responses to the functional requirements shall use the following response codes:

Functional Requirements Responses	
Column E: Available Responses	
Y	Requirement Met and Proposed (Standard features in the generally available product)
Y-ND	Requirement Met and Proposed (Features that are not offered as a generally available product or require custom development)
N	Requirement Not Met with Proposal
I	Need More Information/Discussion
Column J: Available Responses (if (Y-ND Selected in Column E)	
F	Feature Schedule for Future Release in Generally Available Software
E	Feature Developed as Enhancement for this Project
Column F: Available Responses	
S	Requirement and Feature Supported by Software Developer
TPS	Requirement and Feature Supported by Third Party
NS	Requirement and Feature Not Supported

C.3.1 Complete Attachment 13 (Functional Requirements)

- Failure to provide some requirements or excluding some requirements from scope will NOT eliminate the proposer from contention. The City will evaluate the proposal as a whole including price/value comparisons when evaluating proposals.
- The requirements responses submitted will become part of the agreement. Proposers are expected to warrant both software and implementation of all positive responses (every response except “N” and “I”).
- The City will clarify any requirements with the response of “I” during software demonstrations. Immediately following software demonstrations, proposers would be expected to re-submit **Attachment 13 (Functional Requirements)**.

- For requirement responses other than “N” or “I” proposers must indicate the module or product that is required to meet the requirement.
- For requirement responses other than “N” or “I” proposers must indicate the phase of the project that the functionality will be implemented.
- All responses which are marked Y, or Y-ND will be considered to be included in the scope, and the cost proposal and all other information submitted in this proposal should reflect this. Furthermore, the module necessary to perform that functionality must be included in the scope and cost of this proposal.
- Proposers must be ready to demonstrate any requirements listed as “Y” during software demos.
- For functionality that is not currently available and not available for viewing at a demo, but will be in scope for the project either as generally available features in a future release or as a customization, modification, or enhancement specific for this project, Proposers should indicate a response code of Y-ND and answer column J.
- Proposers are also required to respond if the feature will be supported in the product as part of the proposed maintenance and support offering and the proposed provider of support. Support services shall include technical support, access to patches and upgrades that accommodate the requirement, and helpdesk support for the requirement.

C.4 (Proposal Section 4.0 – Software Products) This section should provide information on the proposed software scope, and functional description of the software.

- C.4.1** Identify any licenses, hardware, or other products not included in this proposal that would be required to operate any of the proposed solutions contained in this proposal.
- C.4.2** Describe the technical environment necessary for this software for any products that are to be hosted by the City.
- C.4.3** Identify the security standards maintained in the data center and with the software. Please provide information on certification or audit process for each.
- C.4.4** Provide information on proposed disaster recovery services.
- C.4.5** Complete Attachment 5 (Software Background)

C.5 (Proposal Section 5.0 – Technical Requirements) This section of the proposal should identify any technical requirements for operating the system and describe the key attributes of the vendor’s proposed delivery services.

- C.5.1** Complete Attachment 8 (Proposed Service Level Agreement)
- C.5.2** Describe proposed services for hosting including:
 - Information on the specific hosting services provided
 - Service desk support services
 - User Setup, Authentication and Management processes
 - Application support
 - Operational support services
 - Technology infrastructure services

- Disaster recovery
- Will all products (including third party products) be hosted through the same provider?
- Will the City need to host anything on its servers? If yes, what would be required?

C.5.3 Confirm your acceptance with the following contract terms related to any software contracts resulting from this RFP. If the following terms are not accepted, please provide an alternative proposal.

- **Additional Users and Modules** - The City will require “price protection” for a minimum of two (2) years from the effective date of the agreement for additional City users and modules that are listed in the proposal but are not initially purchased.
- **Audit/Growth Fees** – Pricing for the software’s initial term will be free from any expansion fees or reconciliations resulting from vendor audit of user counts.
- **Hold Harmless** – Vendor shall hold harmless, defend and indemnify City and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and reasonable attorney fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of City.

C.6 (Proposal Section 6.0 – Implementation Plan) This section should describe the proposed implementation plan. Proposers should reference Section B.6 for a listing of likely City resources devoted to this project.

C.6.1 Provide a detailed plan for implementing the proposed system. This information must include:

- Proposed phasing for roll-out of proposed system
- Explanation of advantages AND risks associated with this plan

C.6.2 Explain the proposed plan for implementation. This information must include:

- Description of implementation tasks and activities
- Description of key deliverables (and how they relate to the implementation approach and activities). Please note the required deliverables listed in Section C.

C.6.3 Explain the proposed vendor staffing for the project including:

- How many staff will the vendor have assigned to the project
- Approximate dedication to the project of each resource and approximate time work will be completed on-site vs. off-site
- Major roles and responsibilities for each resource

C.6.4 Explain proposed project management services including:

- Role of the vendor project manager
- Use of project collaboration site
- Expected role of the City project manager
- On-Site presence of vendor project manager
- Proposed quality assurance procedures

C.6.5 Explain proposed change management services including:

- Description of change management for vendor
- Role of the vendor change manager/resource
- Role of City
- Activities and services provided for change management.

C.6.6 Explain the expected City staffing for the project including:

- Assumed participation in the project (average portion of FTE). This should include all time spent working on the project (including time spent with and without vendor consultants)
- Assumptions about prior skills / competencies of resources
- Complete **Attachment 11 (Staffing)**. Refer to Section B.6 of the RFP for project staffing assumptions.
- Complete **Attachment 12 (Interface List)**.
- Complete **Attachment 10 (Conversions)**. The City expects proposers to include all conversions listed in the RFP.

C.6.7 Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training and web training services for the core project team, end users, and technology personnel (if required).

- Explain any roles and responsibilities the City is expected to provide for the training effort including (but not limited to) training coordination, training material development, training delivery, etc.

C.7 (Proposal Section 7.0 – Implementation Considerations) This section asks additional questions related to some of the unique goals and challenges with the City's project. The City expects that proposers provide specific responses that take into account the challenge, the proposer's past experience, and recommendations based on the information that has been presented in the RFP.

C.7.1 Chart of Accounts. The State Comptroller's Office prescribes a Uniform Chart of Accounts for counties and, in 2015, launched an initiative to require the same uniformity for municipalities. The City's chart of accounts aligns with the County Uniform Chart of Accounts, as well as the model endorsed by the Municipal Technical Advisory Service (MTAS), an agency of the University of Tennessee Institute for Public Service that provides assistance and training to municipal officials and employees in Tennessee. By City Charter, the Finance Director is charged with responsibility for setting the accounting system and chart of accounts.

C.7.2 Dashboards and Reporting. The City would like the ability to have standardized dashboards, preferably with visual financial forecasting and comparison to budget.

C.7.3 Property Tax. As discussed in the City's project goals, the City receives property tax revenue from taxes collected in three counties and calculates penalty and interest for those in collections. Please review the City's goals and describe how the City can accommodate them with the system. Can the accounts receivable module be used for example? Also, provide any experience you have with other Tennessee cities to achieve this goal and need.

C.8 (Proposal Section 8.0 – Implementation Terms and Conditions) This section asks for proposers to accept key terms and conditions for the project.

C.8.1 Confirm your acceptance with the following contract terms related to any software contracts resulting from this RFP. If the following terms are not accepted, please provide an alternative proposal.

- **Key Personnel.** The City requires assurances as to the consistency and quality of vendor staffing for its project. Key points of the City’s key personnel provision include: The City shall have the ability to interview and approve key personnel proposed by the vendor and the vendor key personnel may not be removed from the project without the City’s approval.
- **Warranty.** The Proposer will expressly warrant that all work will be performed by an adequate number of qualified individuals with suitable training, education, and experience and that all work performed and all deliverables, including the system itself will conform to the scope and specifications as stated in the RFP including the functional requirements for a period extending no less than 12 months after final acceptance.
- **System Acceptance.** The proposer shall grant to the City ownership as follows:
 - “Conditional Acceptance” will occur at or prior to go-live. The City will have up to forty-five (45) days to test the system (“pre-live testing”) before going live.
 - The City will have a 90-day period after Conditional Acceptance to “live test” the system. Live testing is the City’s opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to the City by the vendor during the course of the project.
 - If after the live testing the system performs in accordance with the system specifications (including the design document and functional requirements), the City will issue “Final Acceptance.” The 90-day time frame for Final Acceptance shall be extended if problems are found in the live test. Specifically, the City expects to document the date the problem is found and the date it is certified as fixed. The acceptance period would pause when issues are reported and would restart on the date the problem is certified as fixed. The warranty period shall begin at the time of Final Acceptance.
- **Milestones.** The City requires that all payments be based on successful completion of milestones. After the City’s acceptance of the milestone, the vendor will invoice for any applicable milestone payments. Milestone payment amount shall either be a fixed fee or hourly based on the amount of time spent on the milestone up to a not-to-exceed limit. Travel costs must be included in milestone payments.
- **Ownership of Deliverables.** The proposer shall grant to the City ownership of any deliverable or provide an irrevocable license for the City to use the deliverable for its business purposes, including making copies, derivative works, or sharing with representatives from other peer governments.
- **Hold Harmless.** Vendor shall hold harmless, defend and indemnify City and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and reasonable attorney fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in this

Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of City.

C.9 (Proposal Section 9.0 – Cost Proposal) Proposers should submit their price proposal in a separate and sealed packet according to the format provided in **Attachment 14 (Cost)** to this RFP.

- C.9.1** Identify major milestones as part of the project. It is required that costs will be invoiced upon completion of major milestones. Please provide a schedule of all payments necessary to complete the proposed scope.
- C.9.2** Complete and submit **Attachment 14 (Cost)**.
- C.9.3** It is important that proposers use the format presented in this RFP. **Attachment 14 (Cost)** should include total price for all software, services, and additional costs to acquire all software and services referenced in the proposal including third party prices. If third party products or services are included, do not provide separate version of **Attachment 14 (Cost)** for each third-party product.
- C.9.4** All pricing must be submitted as fixed by milestone. Costs listed as “to-be-determined” or “estimated” will not be considered.
- C.9.5** All service costs must be provided on a task or completion basis with cost assigned to each milestone, deliverable and/or task. Proposers are required to fill in deliverables and tasks under the provided headers (project initial knowledge transfer, process analysis/system design, system build, testing, training, and closure) Additional detail may be provided to further explain deliverable/task costs.
- C.9.6** Proposers should include all software modules and state any limitations on module use. If no limitations are listed, the City will consider that pricing is based on full enterprise wide access for the City.
- C.9.7** Proposers must submit implementation costs as fully loaded rates that include all necessary travel or other expenses. By submitting a proposal, all proposers acknowledge that all pricing (including travel) must be a fixed fee or included in the implementation milestones. All proposers are encouraged to review travel costs for the City of Johnson City, TN.
- C.9.8** Proposal must be signed to be considered.

Section D: Attachments

D.1 Attachment 1 (RFP Submittal Checklist)

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Submittal Checklist		
Section	Item	Submitted
C	Detailed Submittal Requirements	
C.1	Introduction	
	Complete Attachment 1 (RFP Submittal Checklist)	
	Complete Attachment 2 (Signature Page)	
	Complete Attachment 3 (Proposer Statement)	
	Complete Attachment 15 (Insurance Checklist)	
	Complete Attachment 16 (General Contract Form)	
C.2	Proposer Team	
	Complete Attachment 4 (Scope of Proposal)	
	Attachment 6 (Professional Services Background)	
	Attachment 7 (Reference Form)	
C.3	Functional Requirements	
	Complete Attachment 13 (Functional Requirements)	
C.4	Software Products	
	Complete Attachment 5 (Software Background)	
C.5	Technical Requirements	
	Complete Attachment 8 (Proposed Service Level Agreement)	
C.6	Implementation Plan	
	Complete Attachment 10 (Conversions)	
	Complete Attachment 11 (Staffing)	
	Complete Attachment 12 (Interface List)	
C.9	Cost Proposal	
	Complete Attachment 14 (Cost)	

D.2 Attachment 2 (Signature Page)

The undersigned proposer having examined this RFP and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that the proposer will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that the proposer will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as proposed.

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____ Date: _____

THIS FORM MUST BE SIGNED TO BE CONSIDERED VALID

Contact Information:

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Phone: _____

Cell Phone: _____

Fax: _____

MUST BE COMPLETED AND RETURNED WITH SUBMITTAL

Software Demonstrations:

Software demonstrations are currently scheduled for the following dates (subject to change). Please indicate your availability and date preference to provide software demonstrations in the event your proposal is elevated to software demonstrations. Elevated proposers will be notified of the scheduled demonstrate date when elevated.

Week	Availability (Y/N)	Preference (1,2,3,No Preference)
7/07/2020 – 7/09/2020		
7/21/2020 – 7/23/2020		
7/28/2020 – 7/30/2020		

MUST BE COMPLETED AND RETURNED WITH SUBMITTAL

D.3 Attachment 3 (Proposer Statement)

By submitting a response, the respondent acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the proposer to acquaint themselves with available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work available. The City is not responsible for any conclusions or interpretations made by the proposer on the basis of the information made available by the City.

The following addendums have been acknowledged and are included in our response. Proposals that do not acknowledge addendums may be rejected.

Addendum#	Initials

PRINTED NAME OF AUTHORIZED AGENT (TITLE)

SIGNATURE OF AUTHORIZED AGENT

DATE

MUST BE COMPLETED AND RETURNED WITH SUBMITTAL

D.4 Attachment 4 (Scope of Proposal)

Identify the scope of the proposal and if the proposal contains software and services for each scope option. Scope options are defined in the RFP in Section B.

Software and Implementation Services:

- Proposed
- Not Proposed

Primary Software Firm _____

Software Product Proposed _____ Version _____

Primary Implementation Firm _____

Technology Services:

- Hosting Services Proposed
- Software as a Service Proposed
- Not Proposed

Hosting Provider: _____

Third Party Products/Services

- Third Party Products/Services Proposed
- No Third Party Products/Services Proposed

Firm _____ Purpose _____

Firm _____ Purpose _____

Firm _____ Purpose _____

Firm _____ Purpose _____

Firm _____ Purpose _____

Firm _____ *Purpose* _____

Name of Individual / Firm Submitting Proposal:

Signature of Proposer:

MUST BE COMPLETED AND RETURNED WITH SUBMITTAL

D.5 Attachment 5 (Software Background)

Complete one form for each firm included in the proposal.

Software Background	
Software Product Name:	
Firm Providing Software:	
Software History	
Current Version of the Software:	
Date of Release for Current Version:	
Date of First Release of Software:	
Identify any Precursor Software Products or Alternate Names for Software	
Current Version	
What Were Top Five Enhancements in Current Version of the Software	6. 7. 8. 9. 10.
How has Software Changed Over Previous Three (3) Years	
Biggest Limitation of Current Software	
Third Party Products	
List any Third Party Products embedded in the Software	
List any Third Party Products Recommended for Use along with the Software	

MUST BE COMPLETED AND RETURNED WITH SUBMITTAL

D.6 Attachment 6 (Professional Services Background)

Complete one form for each firm included in the proposal.

Company Background	
Company Name:	
Location of corporate headquarters:	
Firm History	
Years of Experience Providing ERP Implementation	
Previous Names / Successor Firms	
Current/Recent Projects	
List up to five (5) current or recent projects that provided relevant experience	
In the past, what has been your firm's target market	
What is primary lesson learned from recent projects you have adjusted for the City	
List all clients in Tennessee	
Size	
Number of current (new) implementation clients	
Number of current upgrade clients	
Number of ongoing support clients	
Consulting Team	
Size of consulting team	
Average tenure with firm	
Source of recent hires (Where do you recruit for consultants?)	
Consulting Team Experience Matrix	

Company Background

For all key project team members proposed for the City’s project, prepare a matrix showing past experience with relevant clients. Matrix should be similar to the table below:

Project	Role	Project Manager	Consultant	Consultant	Consultant	Consultant
	Resource	Name	Name	Name	Name	Name
Client A	X	X	X			
Client B				X		
Client C				X		
Client D				X		
Client E		X			X	

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D.7 Attachment 7 (Reference Form)

Please provide at least five (5) references for past projects that include products and services similar to those proposed for this RFP. Please use the following format in submitting references.

GENERAL BACKGROUND

Name of Client: _____

Project Manager/Contact: _____ Title: _____

Phone: _____ E-mail: _____

Software Program/Version: _____

Summary of Project: _____

Number of Employees: _____ Size of Operating Budget: _____

PROJECT SCOPE

Please indicate (by checking box) functionality installed:

<input type="checkbox"/>	Financials	<input type="checkbox"/>	Budgeting	<input type="checkbox"/>	Inventory	<input type="checkbox"/>	Point of Sale
<input type="checkbox"/>	HR	<input type="checkbox"/>	Capital Asset Management	<input type="checkbox"/>	Fleet		
<input type="checkbox"/>	Payroll	<input type="checkbox"/>	Procurement / AP	<input type="checkbox"/>	Property Tax		

TECHNOLOGY INFORMATION

Hosted? Yes _____ No _____ If yes, hosting provider _____

IMPLEMENTATION INFORMATION

Project Duration: _____

Initial Go-Live: _____

Describe Role on Project: _____

Project Challenges: _____

Major Accomplishments: _____

MUST BE COMPLETED AND RETURNED WITH SUBMITTAL

D.8 Attachment 8 (SaaS)

*Attach additional pages if necessary.

SaaS						
Data Center						
Where are data centers located?						
Are any third party providers used to deliver PaaS or LaaS services? If so, please list.						
How many environments are proposed?						
Availability						
Provide historical availability for data center for past six months.						
Month	Total Hours/Minutes in Month	Downtime	Scheduled Maintenance	Other Downtime	Total Downtime	% Availability
August 2019						
September 2019						
October 2019						
November 2019						
December 2019						
January 2020						
Updates						
How often is solution updated?						
How much advance notice are customers provided for new updates?						
How long do customers have to test new update?						
Authentication						
Does the system support SSO or LDAP?						
Information Security						
Protections provided for data breach? Please include information on notification process, remedy, and indemnification provided.						

SaaS

Disentanglement

Can customer data be exported in non-proprietary format?

MUST BE COMPLETED AND RETURNED WITH SUBMITTAL

D.9 Attachment 9 (Proposed Service Level Agreement)

If hosting services are proposed, please complete the following table identifying proposed service level guarantees. For each service, please indicate the metric used to measure the service quality, the proposed requirement (target for service), and the proposed remedy/penalty if guarantee is not met.

Proposed Service Level Guarantees			
Service	Metric**	Requirement/Guarantee***	Remedy if Not Met
System Availability* (Unscheduled Downtime)			
System Response (Performance)			
Issue Response Time			
Issue Resolution Time			
Recovery Point Objective (RPO)			
Recovery Time Objective (RTO)			
System Data Restore			
Implementation of System Patches			
Notification of Security Breach			
Please list other proposed service levels			

Proposed Service Level Guarantees	
* Formula used to calculate Availability	
** How is performance against service levels reported to the City	
*** Describe process for City reporting issue to the vendor	

MUST BE COMPLETED AND RETURNED WITH SUBMITTAL

D.10 Attachment 10 (Conversions)

(See Separate Excel Spreadsheet)

D.11 Attachment 11 (Staffing)

(See Separate Excel Spreadsheet)

D.12 Attachment 12 (Interface List)

(See Separate Excel Spreadsheet)

D.13 Attachment 13 (Functional Requirements)

(See Separate Excel Spreadsheet)

D.14 Attachment 14 (Cost)

(See Separate Excel Spreadsheet)

D.15 Attachment 15 (Insurance Checklist)

(See Separate PDF file)

D.16 Attachment 16 (General Contract Form)

(See Separate PDF file)

D.9-D.13 also MUST BE COMPLETED AND RETURNED WITH SUBMITTAL



CITY OF JOHNSON CITY, TENNESSEE

<http://www.johnsoncitytn.org/purchasing>

SEALED SOLICITATION

GENERAL TERMS AND CONDITIONS

Read Carefully – if applicable or unless specifically noted otherwise in the solicitation documents

1. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a bid/rfp/rfq does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfps/rfqs, to waive informalities and to accept the bid/rfp/rfq judged to be in the best interest of the City.

2. ADDENDA

Addenda will be issued to all known interested parties and posted on the City's website (listed above). All addenda issued shall become part of the solicitation documents. It is the vendor's responsibility to determine and acknowledge all addenda issued for a solicitation. No addendum will be issued less than two (2) working days prior to the solicitation opening as per TCA, Title 12, Chapter 4, Part 1, as amended

3. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City. The City also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts), as may be in our best interest.

4. AWARD PERIOD

The City shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

5. BID TABULATIONS/RFP/RFQ RESPONSES

Bid tabulations and RFP/RFQ respondent's lists will be posted and available the next business day on our above website. Click on "awarded/opened solicitations".

6. BRAND NAMES

By referencing a product or service name as "or approved equal", the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

7. CONDITION STANDARDS

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

8. CONSTRUCTION DOCUMENTS

If a fee is required for bid documents then only those bidders of record with the issuing office are eligible to bid.

9. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitation, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; (3) collection against the bid and/or performance bond; or (4) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The City reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

10. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

11. DISCOUNT AND PAYMENT

Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. Partial payment will be allowed only if addressed in the solicitation.

12. EQUAL OPPORTUNITY

It is the policy of the City of Johnson City to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

13. EVALUATION

Bids/RFPs/RFQs will be evaluated according to the criteria set forth in the document with the degree of importance determined by the City.

14. EXAMINATION OF BIDS/RFPs/RFQs

Bids and associated documents may be examined at the opening. Only the name of the respondent is read aloud for RFPs/RFQs. All solicitations are closed for review and inspection during the evaluation period, prior to award.

15. FOB (FREE-ON-BOARD) POINT

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated City location.

16. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

17. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

18. INSURANCE

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the City for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

19. IRAN DIVESTMENT ACT

Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Johnson City; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>

20. LICENSES, FEES, PERMITS

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Johnson City in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

21. MULTIPLE ITEM BIDS

The City will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the City's best interest.

22. NON-COLLUSION AGREEMENT

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Johnson City, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Johnson City has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

23. PARTS AND SERVICE

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

24. PENALTIES

Vendors may be removed from our active vendor system for any of the following:

- ◆ Failure to respond to three consecutive solicitations
- ◆ Failure to meet delivery requirements
- ◆ Failure to furnish items as a result of a solicitation
- ◆ Failure to provide service or material as a result of the award
- ◆ Offers of gratuities or favors to any City employee

25. PRE-BID MEETING ATTENDANCE

If attendance is mandatory then only those firms whose names are listed on the pre-bid attendance roster are eligible to submit a solicitation.

26. PRICING

All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

27. PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of, or in support of, bids/proposals will be available for public inspection after award, in compliance with Tennessee Statutes unless the vendor additionally identifies a specific area or scope of data or other materials to be protected and details the reasons protection is necessary.

28. PROTEST PROCEDURE

Any protest to the award of a contract by the City of Johnson City shall be submitted in writing to the Director of Purchasing with a copy to the City Manager and delivered not later than seven (7) calendar days from the date of the city's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the City of Johnson City or Cash) submitted to the Purchasing Director before the City will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the City Manager the bond will be retained to cover costs associated with the protest.

29. QUESTIONS

Questions must be received by the City at least four (4) working days prior to the scheduled opening. No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing, in the form of an addendum.

30. SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA/TOSHA and any related standards thereto.

31. SAMPLES

Samples will be furnished at no charge to the City. They will remain in the Purchasing Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the City. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

32. SEALED SOLICITATION OPENINGS

Bids will be read aloud at the specified date and time as stated in the document. RFP's/RFQ'S respondent names will be read aloud. All openings are public meetings. Bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

33. SIGNATURE ON BIDS

When submitting a bid, other than electronically, the bid form must contain the full name and address of the company and be signed in Ink by a person authorized to bind that company to a contract. Submission of an electronic solicitation constitutes acceptance of all terms and conditions. Unsigned paper bids will not be considered, read or tabulated. They may not be signed during or after the bid opening, even if a representative is present.

34. SUBMITTAL OF SEALED BIDS/RFPS/RFQS

Any forms furnished by the city must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. TELEPHONE, FACSIMILE OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those **eligible for online submittal** at: <https://vrapp.vendorregistry.com/Vendor/Register/Index/johnson-city-tn-vendor-registration>. **Paper submittals shall be sealed in an envelope.** No solicitation received after closing time shall be considered. The official time for paper submittals will be that of the date and time clock in the Purchasing Department. For electronic bids the official time is that posted on the website. Late submittals will not be accepted. The City of Johnson City shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid/rfp response electronically less than one hour prior to the bid/rfp opening time. If not offering a solicitation response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to the opening.

35. TAXES

The City is exempt from Federal excise tax, State, and city sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

36. TERM OF CONTRACT

Unless otherwise stated, the City reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The City may cancel any contract for cause, or non-appropriation of funds, following written notification of intent.

37. WARRANTY

Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

REQUIREMENTS FOR BIDS, REQUESTS FOR PROPOSALS, AND CONTRACTS
BETWEEN THE CITY OF JOHNSON CITY
AND OTHER PARTIES

The City of Johnson City has established the following requirements for use in all bids and contracts between the City and any other person or entity. The following list is mandatory and modifies any bid, contract, or request for proposal, or conditions applicable to, signed by, or let by the City, notwithstanding anything contained in any particular conditions, contract, request for proposal, or bid to the contrary.

In general, the following provisions apply to all such contracts, bids, requests for proposals, contracts requiring bids, and bids containing contracts:

1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.

2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.

3. The City shall not in any event waive or limit any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.

4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.

5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person,

or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.

6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.

7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.

8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.

9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion with or without cause. In the event the City terminates with or without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract with or without cause.

10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.

11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.

12. Unless the City elects otherwise, the City shall not provide any “builders’ risk” or an “all-risk” or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder’s risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.

13. The City shall not waive any rights regarding the loss of use of the City’s property.

14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.

15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.

16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.

17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.

18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.

19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, including but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.

20. The City, as the owner of real property that is the subject of or in any way connected to any bid, request for proposal, or contract, hereby grants to the successful bidder/proposer/contractor the general management of the real property during the time that work is being performed, and the City agrees to transfer information specified in OSHA regulations at 29 CFR §1926.1203(h)(1), so that TOSHA/OSHA shall treat the successful bidder/proposer/contractor as the host employer when working in confined spaces. This paragraph applies only to those areas where the successful bidder/proposer/contractor has access to and performs work within confined spaces as defined in federal OSHA regulations. The successful bidder shall comply with all federal OSHA and state TOSHA regulations, including those regarding confined spaces.

STATEMENT OF SOLICITATION DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, please complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via e-mail or fax: purchasing@johnsoncitytn.org; 423-975-2712.

We value your feedback and ask that you complete the following:

Solicitation No.: # _____
Solicitation Name: _____

We, the undersigned, decline to submit on the above bid/proposal for the following reason(s):

- _____ Insufficient time to adequately prepare a response
- _____ Our company does not offer this product or service. Remove us from the vendor list
- _____ Our schedule will not permit us to perform in a timely manner
- _____ We are unable to meet bond requirements
- _____ We are unable to meet insurance requirements
- _____ We are unable to offer comparable product or service
- _____ We are unable to meet specifications (explain below)

We understand that if this statement is not completed and returned, our company may be deleted from the City's solicitation list for this commodity or service.

Company Name: _____
Address: _____
Signature: _____
Telephone: _____
E-mail: _____
Date: _____