

Date: July 24, 2017

Ref. No.: 157827

**PURCHASING DEPARTMENT
101 EAST 11TH STREET
SUITE G13
CHATTANOOGA, TENNESSEE
37402**

Request for Proposals (RFP) for the City of Chattanooga

Proposals will be received at 101 East 11th Street, Suite G13, Chattanooga, TN 37402 until 4:00 P.M., on August 25, 2017

Requisition No.: 157827

Department.: Waste Resources

Buyer & e-mail: Geoffrey Hipp ghipp@chattanooga.gov

Project: Employee Performance Management System & Services

*****PROPOSALS MUST BE RECEIVED BY*****

4:00 P.M., Eastern on August 25, 2017

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.

**The City's Standard Terms and Conditions may be found on website:
(www.chattanooga.gov/purchasing/standard-terms-and-conditions)**

Note: ALL PROPOSALS MUST BE SIGNED

All proposals received are subject to the terms and conditions contained herein. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Company Title: _____

Signature: _____

Request for Proposal

EMPLOYEE PERFORMANCE MANAGEMENT SYSTEM & SERVICES

City of Chattanooga, TN

July, 2017



Section 1

Introduction

**REQUEST FOR PROPOSAL
EMPLOYEE PERFORMANCE MANAGEMENT SYSTEM**

**WASTE RESOURCES DIVISION
MOCCASIN BEND WASTEWATER TREATMENT PLANT
CITY OF CHATTANOOGA, TENNESSEE**

July, 2017

1.0 INTRODUCTION

1.1 BACKGROUND

A. GENERAL

The City of Chattanooga (City) is requesting proposals (RFP) from qualified firms for the purpose of selecting a company to supply the Employee Performance Management System and Services as described in the RFP for the Interceptor Sewer System, Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, TN 37405. The Interceptor Sewer System currently has 177 positions, of which 155 are held by incumbents.

1.2 PURPOSE OF RFP

A. GENERAL

This RFP results from the City's desire to provide a cost-effective solution for the ISS employee performance management program.

All systems and services specified in the RFP shall be full service and shall be provided by the Proposer.

B. OBJECTIVE OF RFP

It is the objective of the City to evaluate various employee performance management systems and services, and select the one that meets the needs of the ISS.

Section 2

Instructions to Proposers

2.0 INSTRUCTIONS TO PROPOSERS

2.1 INTRODUCTION

The purpose of this section is to inform prospective Proposers of the process that will take place as a result of this RFP. The information contained herein discloses all details about dates, times and places as they pertain to this RFP.

2.2 ISSUING OFFICE

This RFP shall be governed by the laws of the State of Tennessee and is issued for the City of Chattanooga by the Purchasing Division.

2.3 RESPONSE DATE

All proposals shall be submitted no later than **4:00 p.m. EDT on Friday, August 25, 2017** to the attention of:

**Geof Hipp, Buyer
City of Chattanooga Purchasing
101 East 11th Street, Suite G13
Chattanooga, TN 37402**

Sealed proposals to be considered shall arrive at the Issuing Office on or before the time and date referenced above.

2.4 PROPOSAL FORMAT

A. QUANTITY AND FORMAT

Proposer shall submit seven (7) hard copies of the proposal and one (1) electronic copy in MS Word or .pdf format on a flash drive. All Proposals shall be submitted in a sealed envelope or box marked **"Proposal(s) for EMPLOYEE PERFORMANCE MANAGEMENT SYSTEMS AND SERVICES, WASTE RESOURCES DIVISION, MOCCASIN BEND WASTEWATER TREATMENT PLANT, CITY OF CHATTANOOGA, TN"**. The original and copies of the Proposal shall be indexed with tabs for each section of the Proposal and shall follow the content outline in Section 3.

B. DETAILED TECHNICAL PROPOSALS

Complete technical submittals shall be submitted with the Proposal. These technical submittals shall describe in detail how the Proposer complies with each specification requirement of this RFP.

Copies of typical charts, graphs, tabulations and reports from projects of similar scope and complexity shall be included. Any deviations from the specifications shall be noted.

C. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the Proposal.

D. PROPOSER-SUPPLIED MATERIALS

Any material submitted by a Proposer shall become the property of the City unless otherwise requested at the time of submission. Any material considered confidential in nature shall be so marked.

E. INCURRING COSTS

The City shall not be liable for any cost incurred by the Proposer prior to the issuance of a contract purchase agreement for the proposed employee performance evaluation system and will not pay for information solicited or obtained.

F. ECONOMY OF PREPARATION

Proposals shall be prepared simply and economically. Proposals shall provide a straightforward and concise description of the employee performance management system and services proposal. Colorful bindings, displays, promotional materials, etc. are not desired. Emphasis shall be placed on clarity and content. Lengthy proposals may be viewed as attempts to obfuscate issues and may be rejected.

2.5 PROPOSAL WITHDRAWAL PROCEDURE

Proposals may be withdrawn at any time up until the date and time set above for opening of proposals. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to provide the products and services set forth in the proposal or until one of the Proposals has been accepted and a contract has been executed between the City and the successful Proposer.

2.6 RESERVATION OF CITY RIGHTS

- A.** The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers.

- B.** The City reserves the right to negotiate this contract for work covered by this RFP with the next most qualified finalist if the successful finalist does not execute a contract within 15 days after submission of a contract by the City. The City reserves the right to negotiate all elements of the selected Proposal.
- C.** The City reserves the right, after opening Proposals or at any other point during the selection process, to reject any or all Proposals, modify or postpone the proposed project, evaluate any alternatives offered or accept the Proposal that, in the City's sole judgment, is in its best interest.
- D.** The Proposer shall comply with the rules and conditions found in the City of Chattanooga Standard Terms and Conditions on the City website: <http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>.

2.7 ADDITIONAL REQUESTS FOR INFORMATION

Requests for information or clarification shall be sent to:

**Geof Hipp, Buyer
City of Chattanooga Purchasing
101 East 11th Street, Suite G13
Chattanooga, TN 37402
e-mail: ghipp@chattanooga.gov**

The City specifically requests that any contact concerning this RFP be made exclusively with the buyer until selection has been completed. Failure to honor this request will be negatively viewed in the selection process.

Section 3

Proposal Contents

3.0 GENERAL INFORMATION

The Proposer shall provide the following general information:

- A.** Identify name, addresses (regular mail and e-mail), telephone, and facsimile numbers of the Proposer and the principal contact person, along with a cover letter signed by an appropriate Officer of the Proposing entity.
- B.** Identify the type of firm or organization, and describe the entity that will serve as the contracting party.
- C.** Provide the history, ownership, organization, and background of the Proposer.

3.1 QUALIFICATIONS AND EXPERIENCE

The Proposer shall provide the following regarding qualifications and experience dealing with employee performance management systems:

A. GENERAL EXPERIENCE

The Proposer shall provide a summary of the experience of the Proposer's Project Team working together on or with employee performance management system and service projects.

B. PROJECT TEAM MEMBERS EXPERIENCE

The Proposer shall submit resumes of the proposed key personnel currently in his/her employ who would perform the proposed work. Each resume shall reflect the competency of staff for this project, noting past experience with employee performance management system projects of similar size, scope and complexity.

C. PREVIOUS EXPERIENCE WITH SIMILAR PROJECTS

- 1.** The Proposer shall demonstrate qualifications by providing references of a minimum of three (3) long-term employee performance management projects where the provider has maintained permanent systems and services, preferably of similar size and magnitude of the City's project.
- 2.** For each project submitted as a reference, the Proposer shall list the number of divisions/departments in the organization and the number of employees in each division/department, the year the contract began, and the current status of the project(active, partially active, or inactive).
- 3.** The Proposer's references shall consist of names, titles, addresses, and telephone numbers of individuals who have direct knowledge of how the

Proposer's product and services delivered the desired results from their employee performance management system. The City will verify each of the references for each project.

D. OTHER EXPERIENCE AND QUALIFICATIONS

1. QUALITY MANAGEMENT SYSTEM

The Proposer shall maintain the employee performance management system and services according to a documented Quality Management System of procedures and work instructions.

2. DATA ANALYSIS PROCEDURES

The Proposer shall provide evidence that they maintain and enforce a quality process for ensuring data integrity in all data analyses.

3. CUSTOMER SERVICE/SUPPORT

The Proposer shall provide evidence that they maintain and enforce a quality process for handling customer service, problem resolution, and feedback.

4. AVAILABILITY OF WARRANTIES AND SERVICE

If the Proposer is not the developer of the system, then the Proposer shall provide a letter or other proof of ability to obtain any and all upgrades or modifications from the developer of the software to be utilized in maintaining the system and services. The Proposer shall be responsible for providing all equipment and materials necessary to perform the work specified.

5. TRAINING AND SERVICE AVAILABILITY

The Proposer shall provide evidence of availability of training and services required to properly initiate and place into operation the integrated employee performance management system, including:

- a. Evidence of being able to supply the services of trained service personnel to initiate the program and continually provide support and assistance in maintaining the system going forward. This experience shall be documented in similarly sized organizations with similar system initiation and maintenance requirements.

3.2 PROPOSAL SCOPE OF WORK

A. GENERAL SCOPE OF WORK

1. The Proposer shall provide all labor, benefits, equipment, materials, insurance, transportation, and other related services required in connection with establishing the ISS employee performance management system and services.
2. All of the services provided by the Proposer shall be completed in a good and workmanlike manner. All services provided by the Proposer shall be in compliance with all applicable statutes, rules, ordinances and regulations of, but not limited to, the USEPA, TDOT, OSHA and any similar federal, state, and local laws or regulations applicable to the Proposer or to the services described herein.
3. The Proposer's personnel shall comply with all City, Waste Resources Division and Moccasin Bend WWTP work rules and regulations when on site.
4. The services furnished by the Proposer shall be subject to inspection and approval by the City's designated representative, but the manner and method of providing the services shall be the responsibility of the Proposer.

B. SPECIFIC SCOPE OF WORK

1. SYSTEM INITIATION AND MAINTENANCE SERVICES

- a. The Proposer shall provide field personnel trained and certified to organize, initiate, and maintain the specified employee performance management system and services.
- b. The Proposer shall have the capability and financial resources to acquire and place in service new system upgrades or modifications on behalf the City in a timely fashion.
- c. The Proposer shall provide comprehensive maintenance services for the system and any associated software.

2. WORKFORCE PERFORMANCE REVIEW AND MANAGEMENT

- a. The Proposer shall assign certified and trained workforce/position/job description analysts to this project. An outline of the training and experience background for each analyst provided by the Proposer shall be submitted.
- b. The Proposer shall create and maintain an archive of all position/job descriptions prior to any editing being performed.

- c. The Proposer shall provide in person set up and implementation of the system, creating employee development plans and agreements of expectations for each position including tasks/job assignments, standards, goals and objectives, and measurements reflecting the knowledge, skills, and abilities required for employees to fulfill the responsibilities of each respective position.
- d. Implementation shall include downloading/set up of employee information, positions, and organization charts, system testing and troubleshooting, approval process, performance evaluation forms and templates, reporting, training on general use of system, expectation development, and system modification as necessary for proper start-up and operation.
- e. Reporting shall include at a minimum progress tracking, scoring, status, and notification receipts, including monitoring and tracking metrics at division, cost center, and sub-group level within cost centers.
- f. System shall provide security of access by role, with usability from any device (cellphone, tablet, etc.) with no per user licensing.
- g. System shall provide capability for continual updating of goals and objectives by both employees and managers, and tracking and monitoring employee progress in reaching said goals and objectives; the ability to set cascading goals; and the ability to update expectations, weighting, and targets as needed.
- h. System shall provide capability to update organizational chart to simplify editing for employee and manager transfers and classification changes
- i. Technical support, online tutorials, and training shall be available online through the system to all users at all times throughout the process. Issue response shall be addressed within 24 hours of notification of incident.
- j. Data shall be stored and readily retrievable for a minimum of three years, then archived and accessible as per City document retention policy. Data shall remain accessible after contract termination.
- k. Proposer is invited to include ancillary training and/or services that would enhance the City's successful implementation and continued operation of the performance management system and each employee's potential for continuous performance improvement.

3. SOFTWARE

- a. The Proposer shall provide and maintain all software required for the scope of services related to the City's employee performance management system and services.

- b. The Proposer shall demonstrate the software to be used and its compliance with the specifications upon request by the City. The software shall be demonstrated using historical data obtained from the Interceptor Sewer System. There shall be no reimbursement for the demonstration.
- c. The Proposer shall provide evidence to the City that above software is properly licensed to the Proposer and they are not in violation of any patents, trademarks, or copyrights.
- d. The Proposer shall provide evidence to the City that it maintains a fully staffed Support Center that is accessible to the City during normal business hours of Monday through Friday via a toll-free number.
- e. The Proposer's personnel in the Support Center shall have access to the City's employee performance management system.
- a. Each of the Proposer's staff members shall be trained to provide the City with quality support for the software applications.
- b. All calls to the Proposer's Support Center shall be tracked, compiled and analyzed for trends in the City's requests.
- c. A log of all calls from the City and the identified problem and resolution shall be submitted to the City on a monthly basis.

3.3 CITY-SUPPLIED SERVICES

The City will provide the following as part of the project:

- a. The City will provide access to its organizational, job/position specific, and employee records as necessary.
- b. The City will provide all of the on-site computer hardware and software operating systems recommended by the proposer to access the employee performance management system.
- c. The City will provide space onsite for Proposer to perform work, training, and equipment storage.
- d. The City will designate a person to coordinate the specified work with the Proposer.

3.4 TERMS AND CONDITIONS

These terms and conditions shall apply to all parts of the RFP described herein.

- A. Except for information and data that is protected under law as confidential, all reports, permits, applications, etc. filed in connection with the work will be available for public inspection.
- B. Representatives of the City shall have access at reasonable times to the site(s) of the Proposer's operations for the purposes of conducting inspections or reviewing or copying records related to the employee performance management system operations.
- C. All records and documentation pertaining to the employee performance management system operations shall be maintained for a period of five (5) years following expiration or termination of the contract.
- D. The Proposer shall comply with rules and conditions found in the City of Chattanooga Purchasing Department's "General Conditions and Instruction to Bidders" that are a part of the RFP for the system or services specified herein.
- E. The Proposer shall not transfer or assign any interest in the employee performance management system operations Contract to another party or person without the prior written consent of the City.
- F. The Proposer shall indemnify, defend, and save harmless the City, its elected officials, managers, employees, and agents from and against all claims, suits, actions, orders, judgments, penalties, or decrees entered by reason of or as a result of the Proposer's negligence in the performance of the work under this Contract. Indemnification shall extend to indirect, consequential, and pollution damages as well as attorney's fees.
- E. During the term of the contract, the Proposer shall maintain in force the following minimum amounts of insurance coverage:

COVERAGES

LIMITS OF LIABILITY

Workman's Compensation
Employer's Liability

Statutory
\$750,000

Bodily Injury Liability
Except Automobile

\$750,000 each occurrence
\$1,500,000 aggregate

Property Damage Liability
Except Automobile

\$750,000 each occurrence
\$750,000 aggregate

Automobile Bodily Injury Liability	\$750,000	each person
	\$1,500,000	each occurrence
Automobile Property Damage	\$750,000	each occurrence
Excess Umbrella Liability	\$3,000,000	each occurrence

Copies of the current insurance certificate(s) shall be provided to the City prior to any work being performed. The City shall be named as additional insured on the above policies.

The City shall be notified by the Proposer at least 30 days in advance of any cancellation of insurance, changes in insurance carriers or any actions relative the above in insurance requirements.

F. The contemplated term of the contract is outlined in **Section 3.7; Length of Contract**. Actual term will be negotiated with the successful Proposer. In the event that changes in federal or state laws and regulations require modification of the Contract, the City and Proposer agree to cooperate, as the circumstances require.

G. In the event the Proposer:

1. Fails to initiate services on the date specified or otherwise agreed to;
2. Fails to provide all of the required documentation for his personnel, insurance, and any other documentation required by this RFP at the specified times;
3. After having begun services, abandons them for any reason;
4. Suspends or refuses to continue services; or
5. Defaults in any manner in the performance under the terms of the Contract for a period of 30 consecutive days (unless the Proposer is prevented from continuing for reasons beyond its control),

The City of Chattanooga shall have the right to terminate the Contract immediately upon the written notification by the City for the reasons listed above and the City shall have interim services completed by another Service Provider in any reasonable manner at the initial Proposer's expense. The City shall have the right to terminate the Contract after giving a 30 day written notice to the Proposer.

H. Any Contract resulting from the acceptance of a Proposal by the City shall be in a form acceptable to the City and shall contain, at a minimum, those terms and conditions contained in this RFP.

3.6 ALTERNATE APPROACHES

The City will not consider any alternatives other than those described in this RFP. The Proposer may suggest minor changes to these alternatives with proper documentation of the reason for the changes.

3.7 LENGTH OF CONTRACT

The employee performance management system operations Contract shall be for a term of three (3) years and contain an option to renew for two (2) additional 1-year terms.

A. PRICING

The Proposer shall provide pricing for the items identified below. The pricing shall include all direct and indirect labor charges, overhead and profit, transportation, equipment and parts, material cost, and all other related fees, charges, and expenses.

No.	Description	Unit	Price
1	Implementation/Set Up Cost	Each	
2	Annual Fee for 176 Users	Per User	
3	Ancillary Charges	As Applicable	

B. PAYMENT

The City will make payment to the Contractor no later than the 30th of the month for the preceding month's services, provided invoices are received by the first day of the month. Payment requests shall be submitted to Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, TN 37405.

C. ADJUSTMENTS TO PRICE

The Proposer shall provide an alternative method(s) to be considered for adjusting the price on an annual basis for performing the services over the life of the contract, if required.

Section 4

Review and Evaluation of Proposal

4.0 REVIEW AND EVALUATION OF PROPOSAL

4.1 REVIEW COMMITTEE

A committee consisting of individuals selected by the City will receive all proposals submitted. The City, in its sole judgment, will decide if a proposal is viable.

4.2 FORMAL PRESENTATIONS

After reviewing each Proposer's submittal, the City may invite up to three (3) qualified firms for formal presentations. The City reserves the right, however, to invite more or less than this number if the quality of the proposals so merits.

4.3 SELECTION CRITERIA

Selection of Proposers for formal presentations (if any) and one (1) for contract negotiation will be based on an objective evaluation of the following criteria:

1. Technical Performance (25%)

The Proposer's work experience and history of successful completion of projects implementing similar employee performance management systems and its record of completing projects within originally allocated time frames and budgets will be considered under this category.

2. Technical Qualifications (25%)

The experience of Proposer's key personnel in successful completion of similar projects will be considered for this category. This includes the degree to which professionals with a broad background in employee performance management will be involved in the overall direction of the work.

3. Resources and Capabilities (25%)

The Proposer's resources, capabilities and available personnel trained in system implementation and operation, data processing, and data presentation and analysis to carry out this project will be considered.

4. Price Proposal (25%)

The total cost to implement and operate the employee performance management system and services as outlined in the above specification.

4.4 SELECTION OF FINALIST

After the review of the proposals by the Review Committee and formal presentations (if any), the City may, at its sole option, elect to reject all proposals or elect to pursue the project further. In the event that the City decides to pursue the project further, the City will select the highest ranked finalist to negotiate an agreement.

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.

Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____

For further information, please see website:

https://www.tn.gov/assets/entitles/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.

5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Company)

(Date)