

Request for Proposals for Software and Implementation Services for a Financial Management Software Systems Environment



RFP 21-37

Solicitation Due Date: Friday, September 10, 2021 **Time:** 5pm PT

All Proposals must be received by the City of Mercer Island, WA, (City) by the date and time cited above. It shall be the Respondent's sole risk to assure submission by the designated time.

Solicitation packages can be obtained by downloading from the City website, <https://www.mercerisland.gov/rfps>. Should you experience problems downloading the solicitation, contact Ryan Doil at rdoil@berrydunn.com.

All questions concerning the RFP **must** be submitted via email only, to the City's consulting partner, BerryDunn (Ryan Doil – rdoil@berrydunn.com), as identified within this solicitation in [Section 1.8](#).

Forms, Worksheets, and Other Attachments

Attachment A – Proposal Response Forms

(See MS Word document "City of Mercer Island FMS RFP – Attachment A.docx")

Attachment B – Functional and Technical Requirements/Capabilities

(See MS Excel spreadsheet "City of Mercer Island FMS RFP – Attachment B.xlsx")

Attachment C1 – Cost Worksheets

(See MS Excel spreadsheet "City of Mercer Island FMS RFP – Attachment C1.xlsx")

Attachment C2 – Cost Narrative

(See MS Word document "City of Mercer Island FMS RFP – Attachment C2.docx")

Attachment D – Sample City Professional Services Agreement

(See MS Word document "City of Mercer Island FMS RFP – Attachment D.pdf")



Section	Page
Forms, Worksheets, and Other Attachments	i
1 RFP Introduction and Background	4
1.1 Introduction.....	4
1.2 About The City.....	4
1.3 Project Objectives	6
1.4 Definitions.....	7
1.5 RFP Schedule of Events	8
1.6 Prequalification of Vendors and Pre-RFP Demonstrations	8
1.7 Minimum Qualifications	8
1.8 Questions and Inquiries.....	8
1.9 Non-Mandatory Pre-Proposal Vendor Teleconference	9
1.10 Amendments and Addenda.....	9
1.11 Non-Warranty of RFP Information.....	9
1.12 Publication.....	9
2 Project Scope	10
2.1 Functional Areas	10
2.2 Alternate Proposals, Partnerships and Proposers of Subsets of Functionality	12
2.3 City and Project Staffing.....	14
2.4 Deployment Model	14
2.5 Number of Users	15
2.6 Potential Phasing and Target Live Dates	16
2.7 Current Applications Environment.....	16
2.8 Planned and In-Progress Technology Initiatives/Projects	17
2.9 Project Management Documentation	18
2.10 Budget.....	18
3 Proposal Evaluation and Award	19
3.1 Evaluation Process.....	19
3.2 Clarification and Discussion of Proposals	20
3.3 Evaluation Criteria	20
3.4 No Obligation, Right of Rejection, and Multiple Award.....	23
3.5 Offer Held Firm.....	23
4 Submittal Response Format	24
4.1 General Instructions	24
4.2 Technical Proposal Organization Guidelines	25
4.3 Content for Tabs 1 – 15.....	25
4.4 Price Proposal	27
5 Terms and Conditions	28
5.1 Indemnification	28
5.2 Records and Audits	28
5.3 Incurred Expenses	28
5.4 Authorized Signatures	28
5.5 Rights to Submitted Material	28
5.6 Confidential Information	29
5.7 Waiver of Claims	29
5.8 Contract Negotiation.....	29
5.9 Failure to Negotiate	29
5.10 Contract Type.....	30
5.11 Contract Changes	30



5.12	Contract Approval.....	30
5.13	Performance Review	31
5.14	Statutory Information	31
5.15	Non-Discrimination Clause	31
5.16	ADA	31
5.17	Force Majeure	31
5.18	Policy Compliance.....	32
5.19	Compliance with Federal, State, County, and Local Laws	32
5.20	Patents and Copyrights	32
5.21	Invalid, Illegal, or Unenforceable Provisions	32
5.22	City Property.....	32
5.23	Rights of Use.....	32
5.24	Ownership of Data and Transition.....	32
5.25	Personnel	33
5.26	Software Upgrades.....	33
5.27	Data Privacy and Security	33
5.28	Interpretation of Solicitation Documents.....	33
5.29	Business Tax Certificate.....	33



1 RFP Introduction and Background

1.1 Introduction

The City of Mercer Island, Washington, (City) is soliciting Proposals from Respondents capable of satisfying the needs for software and professional services to implement a new software systems environment to address the City's needs related to financial management.

In addition to soliciting written responses, this document provides information to assist Respondents in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the Respondents.
- Specifies the desired format and content of Proposals in response to this RFP.
- Outlines the City's evaluation and selection procedures.
- Establishes a schedule to prepare and submit Proposals in response to this RFP.
- Establishes a performance standard for the selected Respondent.

This RFP and the selected Proposal in response to this RFP will be incorporated into the contract resulting from this solicitation.

1.2 About The City

The City of Mercer Island, incorporated in 1960, is a small-size municipality in King County with a population of approximately 26,000. Mercer Island is located in the southern portion of Lake Washington, within the greater Seattle Metropolitan Area. Mercer Island is connected to the mainland on both sides by bridges carrying Interstate 90, with the city of Seattle to the west and the city of Bellevue to the east. Mercer Island is geographically closer to Bellevue and is often considered to be part of King County's Eastside. Mercer Island is the most populated island in a lake within the United States.

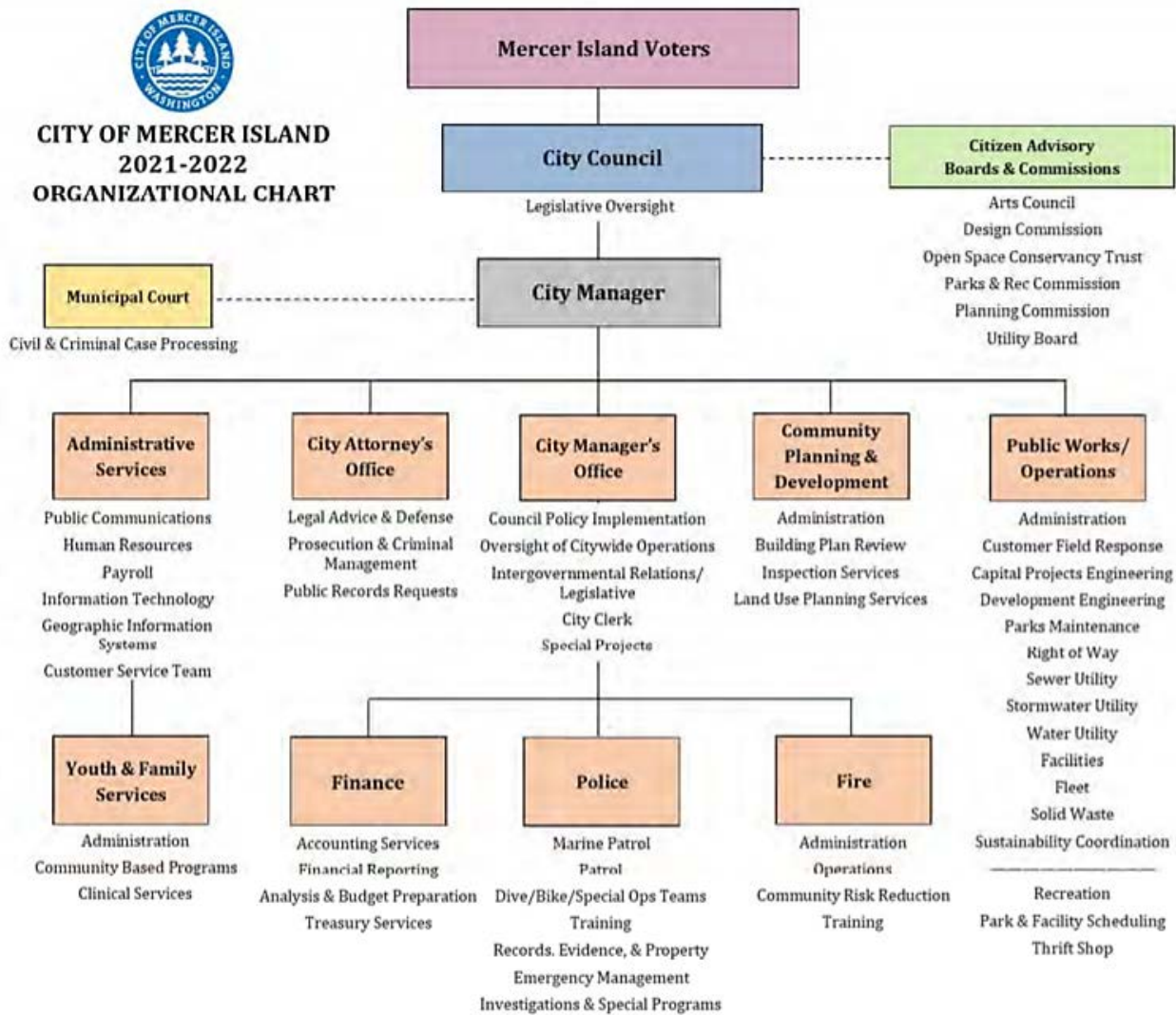
Mercer Island has a Council-Manager form of government. Seven Councilmembers serve at-large for four-year terms. The Council selects a Mayor from among its members to serve for two-year terms. The City Manager is appointed by the Council and serves as chief executive officer responsible for the day-to-day administration of City affairs. There are eight advisory Boards and Commissions appointed by the City Council.

Over 190 public servants employed by the City provide a full range of municipal services including fire and emergency medical, police, public works, parks & recreation, planning and zoning, building, water, sewer, and stormwater systems, street maintenance, economic development, social services and general administrative services.

The City maintains over 35 parks and open space areas boasting over 400 acres and trails in excess of 50 miles. The City operates enterprise funds to account for water, sewer, and stormwater operations, fleet maintenance, and capital replacements. The Finance Director serves as the City Treasurer and oversees management of the investment portfolio.



**CITY OF MERCER ISLAND
2021-2022
ORGANIZATIONAL CHART**



The following table contains statistics related to the City. These statistics are estimates and are provided for planning purposes only. Additional information has been provided in [Table 04: Functional Area Statistics](#).

Table 01: Statistics

No.	Area	Statistic
1	Operating Budget	\$77.3 million
2	Population Served	Approx. 26,000
3	Total FTEs (Adopted 2022)	189.4
4	Fiscal Year	2022



1.3 Project Objectives

The overall goal of this project is to take advantage of the newest technology and implement best practices so the City's business operations can operate more efficiently and effectively now and into the future.

The City's current ERP software is One Solution – provided by Central Square Technologies. The ERP system was originally purchased and implemented by the City in 1997 with the most recent major update occurring in 2005. The City is currently in the implementation phase to transition to new software (supported by NEOGOV) to perform human resources management and payroll processing functions.

Since the current version of One Solution does not currently integrate with NEOGOV and multiple other business system software used throughout the City, Finance staff manually transfer data to complete accounting processes, create accounting records information, and draft financial reports. This lack of functionality and integration makes processes time consuming and inefficient.

The City is planning to replace its current financial management software systems environment with a new system or combination of software systems, and to adopt systems functionality to support core processes. In doing so, the City seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

- Key Challenges and Areas for Improvement
 - 1.3.1. The reporting capabilities of the existing system are limited, making it difficult to monitor metrics and resulting in IT staff creating custom reports. Staff wish to have the ability to generate custom ad-hoc reports with dashboard functionality.
 - 1.3.2. City needs such as cash receipting and project accounting are not supported by the current system. Staff use third-party applications or paper based or Excel-based processes to support these functions.
 - 1.3.3. Staff have a desire to have a greater amount of data within one system to eliminate duplicate data entry. Departments enter duplicate information into ONE Solution and other department-specific systems.
 - 1.3.4. Staff wish to explore electronic signature capabilities in a future environment.
 - 1.3.5. Internal business processes may not be necessarily based on best practices and City staff are open to business improvements.
 - 1.3.6. Initial and recurring training opportunities will be an important component of success with a new system.

To address these challenges and others, the City has initiated a project to adequately plan for, select, and implement a replacement or upgraded Software Systems environment. [Section 2.0 – Project Scope](#), outlines the features and functionality desired in a future system(s), as well as the professional services necessary to implement that system(s).



1.4 Definitions

In order to simplify the language throughout this RFP, the following definitions shall apply:

ADDENDA – Written instruments issued by the City prior to the date for receipt of Proposals that modify or interpret the RFP documents by addition, deletions, clarification, or corrections.

CITY – The City of Mercer Island, Washington.

CITY EVALUATION COMMITTEE – The team of City staff that will participate in the review, evaluation, and scoring of proposals and subsequent evaluation processes, including demonstrations and reference checks.

CITY PROJECT MANAGER – The person designated by the City to be the City Project Manager assigned to act on behalf of the City during the term of the resulting Contract.

CONTRACT DOCUMENTS – The RFP, submitted Proposals, including any diagrams, Addenda, and a form of agreement between the City and the Selected Respondent, including all change orders, insurance certificates, exhibits, amendments, and attachments.

DAYS – Means calendar days unless otherwise specified.

FINANCIAL MANAGEMENT SYSTEM (FMS) – Means the financial management software system that is described in this RFP and in the Attachments hereto.

PROJECT – The project to configure and implement the FMS System for the City as described in this RFP and in the Attachments hereto.

PROJECT SCOPE – Scope of services to be provided by the Selected Respondent(s).

PROPOSAL – A complete and properly signed Proposal to provide goods, commodities, labor, or services for the sum stated and submitted in accordance with the RFP.

PROPOSER – See “RESPONDENT.”

RESPONDENT or PROPOSER or VENDOR – The person, Contractor, corporation, partnership, or other entity submitting a Proposal on items listed in the RFP documents, and thereby agreeing to meet the specified Contract terms and conditions if awarded the contract.

SERVICES or WORK – All services to be performed by the Selected Respondent to successfully complete the Project to the satisfaction of the City.

SELECTED RESPONDENT – The Vendor/Respondent/Contractor(s)/consultant(s) that may be awarded a contract to provide software system(s) and professional services to implement the Financial Management System for the City.

SUBCONTRACTOR or SUBCONSULTANT – Any individual, corporation, company, or other entity that contracts to perform work or render services to a Selected Respondent or to another subcontractor as part of this Contract with the City.

VENDOR – See “RESPONDENT.”



1.5 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow, which is subject to change at the City's discretion. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is accelerated or delayed, it shall be anticipated that the remaining components may also be adjusted by a similar number of days via RFP Addendum prior to the submittal deadline.

Table 02: RFP Schedule of Events

Event	Estimated Date
RFP Published	Wednesday, August 11, 2021
Pre-Proposal Vendor Teleconference	Wednesday, August 18, 2021 at 1pm PT
Deadline for Questions From Vendors	Wednesday, September 1, 2021 by 4pm PT
Deadline for Proposal Submissions	Friday, September 10, 2021 by 5pm PT
Shortlist Vendors notified	Friday, September 24, 2021
Vendor Demonstrations	Week of October 11, 2021

1.6 Prequalification of Vendors and Pre-RFP Demonstrations

The City has not employed a prequalification process. No Vendors are either prequalified or precluded from responding to this RFP. The City has not engaged in any formal demonstrations of software solutions in the past twelve months.

1.7 Minimum Qualifications

In order for Proposals to be evaluated and considered for award, Proposals must be deemed responsive to this RFP as determined in the discretion of the City Evaluation Committee. To be deemed responsive, the submitted Proposal documents shall conform in all material respects to the requirements stated in the RFP, and Proposers shall document and validate the capability to fully perform all requirements defined by the RFP.

Factors to be considered in connection with a Proposer's capability to fully perform all requirements of the RFP include and may not be limited to experience, integrity, reliability, capacity, and other factors required to provide the Services defined by the RFP.

1.8 Questions and Inquiries

It is the Respondent's responsibility to inquire about any portion of the RFP that is not fully understood or that is susceptible to more than one interpretation [prior to the question period closing](#).

- All questions concerning the RFP must be submitted **via email only**, to the City's consulting partner, BerryDunn (Ryan Doil – rdoil@berrydunn.com) and shall reference the page number, section heading, and paragraph, if applicable.
- Questions and answers will be issued in accordance with [Section 1.10 – Amendments and Addenda](#).
- Only questions and answers publicly published through Addenda shall be binding.



Respondents shall not contact other City staff with any questions or inquiries. Unauthorized contact with any personnel of the City may be cause for rejection of the Respondent's response. The decision to reject a Proposal is solely that of the City's.

1.9 Non-Mandatory Pre-Proposal Vendor Teleconference

A non-mandatory Pre-Proposal Vendor Teleconference will be held on Wednesday, August 18, 2021 at 1pm PST Pacific Time.

Vendors that are interested in participating in the Pre-Proposal Vendor Teleconference shall contact BerryDunn in writing (rdoil@berrydunn.com) to request the teleconference information.

The format of the Pre-Proposal Vendor Teleconference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, Vendors will be able to ask questions related to the RFP or the overall process. The City will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Teleconference, the City will post online the material questions asked and their respective answers in an addendum.

1.10 Amendments and Addenda

All clarifications, corrections or revisions to this RFP will be documented in an addendum, which will be publicly published to the City's website. Only questions and answers in an addendum shall be considered as part of the RFP. The City reserves the right to revise the RFP prior to [the deadline for Proposal submissions](#). Revisions shall be documented in an addendum and publicly published.

The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the close of the question period.

1.11 Non-Warranty of RFP Information

Due care and diligence has been exercised in the preparation of this RFP and all information herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure to risk and verification of all information herein shall rest solely on those parties making Proposals. The City, its representatives, and its agents shall not be responsible for any error or omission in this RFP, nor shall they be responsible for the failure on the part of any Respondents or their representatives to verify the information herein and to determine the full extent of that exposure.

1.12 Publication

Notice of this Request for Proposals will be published in the Seattle Daily Journal of Commerce on August 10, 2021.



2 Project Scope

2.1 Functional Areas

The following table contains the list of functional areas of the desired future systems environment.

Table 03: Functional Areas

No.	Functional Area	No.	Functional Area
1	General Ledger and Financial Reporting	6	Project Accounting and Grant Management
2	Budgeting		
3	Purchasing, Bid, and Contract Management	7	Fixed Assets
4	Accounts Payable	8	Business & Occupation Tax Collection
5	Accounts Receivable and Cash Receipts	9	Investment Management

The List of Functional and Technical Requirements/Capabilities contained in **Attachment B – Functional and Technical Requirements/Capabilities** contains the detailed functionality the City requires within each functional area in a future systems environment, as well as general and technical system requirements, and data conversion and interface scope.

The following table contains functional statistics of the City. These statistics are estimates and are provided for planning purposes only.

Table 04: Functional Area Statistics

General Ledger	
Number of Funds	19
Number of Accounts	3,500 with an unlimited number of KEY/Object combinations in OneSolution (including active/inactive)
Chart of Accounts Structure	<p>The City's chart of accounts (COA) structure follows the State of Washington Board of Accounts (BARS) requirements and is split into the following segments</p> <ul style="list-style-type: none"> • Fund (three characters) • Department (three characters) • Sub-department (three characters) • BARS code (seven characters) • Object code (five to seven characters) • Program code (four characters)
Budgeting	
<p>The City operates a biennial budget that is initiated in March of an even year. In the second year of the budget, capital projects are prioritized via an internal process and are reviewed by a CIP committee. The CIP has a six-year planning horizon per the State's requirement. For the first two years funds are allocated in the biennial budget. The latter four years are for planning purposes.</p> <p>Staff have used an MS Access database to support the CIP process in the past, however, it is no longer used. Departments now use templated Excel workbooks to submit capital project applications. Though the applications</p>	



consist of robust information, the information within each application is only published in the biennial budget. Project information must be manually entered into ONE Solution.

Departments are provided a timeline to begin the operating budget process. The prior year's authorized budget is typically used as a starting point. The narratives for documentation requirements are recorded in MS Word. Staff extract historical budget data from ONE Solution and use MS Excel to input budget requirements. There is no standardized process across the departments to draft line-item budget proposals in excel. Each department comes up with a different approach.

Once departments submit their budget proposals, it is reviewed by Finance and the City Manager before budget workshops begin in September and October.

Finance staff compile budget request narratives in MS word and budget requests in MS Excel and convert to Adobe to create the budget document. This is a significant undertaking that requires significant staff effort. Position budgeting is also currently performed in MS Excel.

Operating Budget	\$77.3 million in FY 2022
Capital Budget	\$21.8 million in FY 2022
Project Accounting and Grant Management	
Number of Active Grants	Approximately: 6 in FY 2021-2022
Number of Active Capital Projects	Approximately: 75
Project Types Tracked	<ul style="list-style-type: none"> • Equipment, Public Buildings, and Technology • Parks, Recreation, and Open Space • Streets, Pedestrian, and Bicycle Facilities • Sewer Utilities • Storm Water Utilities • Water Utilities
Purchasing, Contracts, and Bids	
Number of Purchase Orders per Year	Approximately: 6,200 (same as invoices)
Number of Contracts per Year	Approximately: 250 (247 approved in 2020, 113 YTD in 2021)
Purchasing Structure (Centralized/De-centralized)	De-Centralized – Department Led
Number of purchase cards in use	50 Issued, 30 Active (US Bank)
Number of active contracts	Approximately: 250 – CIP and Operating
Accounts Payable	
Number of Vendors	19,000 (includes duplicates)
Number of AP Invoices Processed per Year	Approximately 6,123 invoice numbers paid in 2019, 2,920 to date in 2021. Number is likely higher as multiple invoices often entered on one line item.
Frequency of AP Check Runs	The City uses a Magnetic Character Recognition (MCIR) toner to print checks on a blank check stock. Checks are printed every Friday and the payment stubs are attached to the invoice.
Number of 1099's issued per Year	Approximately: 100-150 per year



	1099 creation is outsourced to a third-party vendor due to the system's inability to segregate vendor types for different types of 1099 forms.
Number of Payments per Year (via check)	5,630 checks cut in 2019.
Number of Payments per Year (via EFT)	Estimate 1,200 annually. Some are auto-withdraw per merchant agreements. Some are City initiated ACH payments.
Number of Payments per Year (via wire)	Payroll and debt service, est. 110 per year.

Accounts Receivable and Cash Receipts/Online Payments

The City mainly uses ONE Solution's AR module for miscellaneous receivables and access is limited to the Deputy Finance Director. Receivables are entered into ONE Solution via an AR Batch posting function. The customer file, which feeds from the vendor database, is managed by the finance department. Requests for invoices from departments typically originate in an email.

The City commonly bills for water service deposit refund or invoices where additional money is due. There is currently no link between AR and various cash receipting systems. Applying payment to AR invoices requires duplicate entry. Departments outside of Finance are not able to verify whether or not requested invoices have been paid.

The City uses various external cash receipting systems including but not limited to RASWIN, Inhance, TRAKIT, KEYSTROKE, and Perfect Mind. The City currently receives payment via cash, check, and credit card through Invoice Cloud, for utility billing and permitting only, but is exploring alternative future payment options.

Business Licensing/Business Tax Collection

The City has approximately 7,500 unique business licenses holders. While most licensed businesses are annual B&O tax filers, a few have quarterly filing requirements. Business licensing is facilitated by the State Department of Revenue (DOR) through their master business licensing service (BLS) web-based Portal. The City uses DOR generated reports and data to manually enter licensing information in the Business license module of the permitting software, TRAKIT. Business license fees are collected by the State's DOR and remitted to the City weekly. The dollar amount is receipted via RASWIN cash register and reconciled to TRAKIT License module on a monthly basis.

To collect B&O tax, City staff mail both quarterly and annual B&O tax returns to all active license holders and require that they report their City earnings. The City uses a third-party printing company that prints and sends the tax return to license holders. Annual Earnings less than \$1.0 million require filing an annual tax return and earnings over \$1 million require quarterly filings. Business and Occupation (B&O) tax is paid directly to the City and posted in against a license account via a batch process into the license module of TRAKIT. Payment of B&O tax is currently only via check. The City does not have a method for electronic payment or filing of B&O tax return.

2.2 Alternate Proposals, Partnerships and Proposers of Subsets of Functionality

Alternate Proposals:

- Respondents may submit alternate Proposals for evaluation.
- Proposers may submit multiple Proposals for evaluation. For example, if a Proposer offers one or more "branded" products that may meet the needs of the City they are encouraged to separately propose each software package for consideration.
- Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal for consideration through differing consulting firms.



- A separate Proposal package submitted in accordance with Section 4 is required in order for the City to accurately evaluate each Proposal independent of the other.

Partnerships:

Respondents are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

- Respondents engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor. In the event a proposal that presents a partnership is selected, it is expected that a single contract be executed between the City and the Prime Vendor, and the Prime Vendor be responsible for any contractual relationship with the proposed partner(s).
- Each Vendor engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Vendor shall provide references, and each Vendor shall respond to the Company Background and History questions.

Proposers of Subsets of Functionality:

As part of this process the City will be allowing Respondents to submit point solutions (best of breed), and encourages Respondents to participate in this process in order to consider and evaluate a range of marketplace offerings.

- The City is willing to consider best-of-breed solutions (“point” solutions) that address one or more tabs/functional areas from Attachment B. The City does, however, have a preference on solutions that limit the number of disparate software solutions to support the defined needs.
- The City has a preference on software solutions that provide for the highest level of fit, and facilitate the exchange of information between any disparate systems. Respondents proposing best-of-breed solutions should speak to the required established partnerships to address each of the tabs of requirements listed in Attachment B.
- The City will consider proposers of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP and reserves the right to enter into negotiations for one or more proposers in order to achieve a “best-of-breed” solution.
- The City reserves the right to make one or more awards to competing Offerors for subsets of functionality as a result of this RFP. In the event the City should make awards to one or more competing Offerors, it shall be expected that additional discussion will take place between the City and the Offerors to define requirements and an approach to building an integration or interface between the selected systems. In such instance, the City expects that the Offerors will work together as necessary to develop the necessary integration once one has been identified.



- **Vendors responding on a subset of functionality must also respond to Tab 1 (General and Technical) and Tabs 09 and 10 (Data Conversion and Interfaces) of Attachment B.**

2.3 City and Project Staffing

The City intends to have functional and technical resources available during Project implementation, though it is noted that the City does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. This applies to both functional resources as well as technical resources internal to the City.

Staffing capacity is a consideration for the City in terms of both the implementation process as well as supporting the software once in an operations mode. Vendors are encouraged to submit questions to the City to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of the City during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Respondent(s).

Respondents shall clearly indicate in the proposal responses the estimated level of City resource involvement in the implementation process, in order to allow the City to perform adequate planning. The City will utilize the response to Respondents' Resource Hour Estimates in Tab 3 – Project Approach and Implementation Methodology, of Proposals as an input into the staffing plan the City develops, and requests that Respondents clearly articulate estimated staffing considerations in their responses.

2.4 Deployment Model

The City is open to considering various deployment models and has structured the RFP to allow for the evaluation of the deployment model as but one factor in the overall procurement process. The City wishes to evaluate the greatest range of marketplace offerings feasible through this process.

The City does have a slight preference toward a Software as a Service (SaaS) offering, due to the nature of how system updates are typically deployed and availability of the system considerations for these mission-critical systems, provided requirements to easily access the City's data are fulfilled. For other deployments (on premise and proposer hosted) the City is interested in understanding additional support models/offering such as disaster recovery services.

The City recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Proposer's approach to managing upgrades, and technical staffing needs.

It is well understood among the City team that a "higher" cost from a SaaS vendor may be equalized by considering these other cost areas when comparing to an on-premise deployment. With the understanding that the City will be entertaining best of breed submittals, the City will consider, in no particular order, the following deployment models:

- a. On Premise (locally hosted at the City, perpetual licenses)
- b. Software as a Service (SaaS or subscription-based models)



Cost sheets have been provided under **Attachment C1 – Cost Worksheets** for pricing each of the deployment models (a-b).

This solicitation is not a bid process nor will it follow a lowest-priced responsive Proposal process, but will be based on most advantageous Proposal(s) utilizing the Evaluation Criteria listed in the RFP, including the review of life cycle costs (i.e. recurring costs, hardware, third-party licenses, etc.).

In developing proposals, Proposer’s shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. In the event two or more products are proposed under the same proposal (e.g. through a partnership or offered by the same company) the Proposer shall clearly indicate in both the technical proposal (Attachment A, Tab 2) and cost proposal (Attachment C1) the deployment model for each proposed software product.

The City does not have a preference as to a specific hosting location, but does have a preference toward the hosting (including redundant and back-up architecture) being within the contiguous United States. Vendors are requested to specify the hosting location in proposal responses, specifically as part of Tab 9 to proposal responses (please see Attachment A for further instruction).

2.5 Number of Users

The following user counts by module contained in the table below are estimates and are provided for planning purposes only. The number of users represents the **anticipated future number of users of a new system**.

- **Departmental (Core/Power) Users:** This category of users includes those City staff that will interact with the system modules on a regular basis, and conduct core business processes within the system as power users. Such examples include, but are not limited to: Payroll Clerk, Financial Analyst, System Support Specialist, etc.)
- **Customer Department Users:** This category of users includes those City staff that will interact with the system modules as internal customers by either initiating transactions (e.g. entering a payment or entering a requisition), reviewing/approving transactions (e.g. entering project accounting information, reviewing requisitions entered by a subordinate), or consuming information (e.g. reviewing departmental budget).

Table 05: Number of Users

Functional Area	Departmental (Core/Power) Users	Customer Department Users
General Ledger, Project Accounting, Investments, and Financial Reporting	25	75
Budgeting (Capital, Non-Capital, and Revenue Forecasting)	25	75
Purchasing (Including Requisitions and Contracts)	25	75
Accounts Payable	25	75
Accounts Receivable and Cash Receipts	25	75
Business Licensing/Business Tax Collection	25	75
It is anticipated that some users will use multiple modules, causing overlap in each functional area. The		



Functional Area	Departmental (Core/Power) Users	Customer Department Users
<p>counts are broken down by functional area to allow Respondents to formulate responses based on each. The City estimates that:</p> <ul style="list-style-type: none"> a. The total number of licensed regular daily users of the system (requiring the ability to add, edit, and view content) using a named-seat basis may be around 25 b. The total number of regular daily concurrent users (unnamed license seats – in other words, how many people are expected to be accessing the system/module at the same time. This is in contrast to named users who have dedicated licenses tied to a unique login/user ID) to be around: 25 		

2.6 Potential Phasing and Target Live Dates

The City requests that Offerors provide potential phase start and target go-live dates in proposal responses per **Attachment A – Proposal Response Forms**, Tab 5. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are subject to negotiation.

2.7 Current Applications Environment

The City’s current ERP software is One Solution – provided by Central Square Technologies. The ERP system was originally purchased and implemented by the City in 1997 with the most recent major update occurring in 2005. The City is currently in the implementation phase to transition to new software (supported by NEOGOV) to perform human resources management and payroll processing functions. Since the current version of One Solution does not currently integrate with NEOGOV and multiple other business system software used throughout the City, Finance staff manually transfer data to complete accounting processes, create accounting records information, and draft financial reports. This lack of functionality and integration makes processes time consuming and inefficient. The One Solution system is used to provide the following functions:

Table 06: Current System Functions

Current System Functions	
1	General Ledger and Financial Reporting
2	Purchasing
3	Accounts Payable
4	Accounts Receivable
5	Budget

The City’s IT department is staffed by three full-time equivalent (FTE) employees with a current vacant position. The IT Department’s Help Desk provides first line of support for ONE Solution. Staff contact the Help Desk using a portal to submit tickets. Staff can assign priority to a ticket based on their perceived priority however, tickets are assigned to technicians based on technical skills. IT Department staff will contact ONE Solution directly for support related to the application as end-users do not contact ONE Solution.



The City operates in a virtualized environment with three hosts in City Hall in a cluster and replicated in multiple locations. The City's fiber optic network is running on 1 gigabyte however have the capability have for 10 gigabyte, if needed. The City feels it should have enough bandwidth for a hosted solution.

The City has multiple internet connections provided by the County and Comcast. The City has a 1 gigabyte connection to the internet provided by the County and 100-megabyte connection provided by Comcast. The City uses a mix of Dell and Hewlett Packard (HP) desktop hardware devices. The City replaces a quarter of the equipment every four years. The City also uses Xerox copiers and smaller printers in communal spaces; additionally, AP and Payroll staff also have separate check printers at their locations.

Other Major Applications

The City is in the process of implementing NEOGOV to provide Human Capital Management (HCM) capability and functionality. In addition, the City uses other specialized systems; many of these applications are listed in Table 07. Identification of any potential future system interfaces is provided in Attachment B to this RFP.

Table 07: Additional Software Applications

No.	Application	Use/Summary
1	ArcGIS	GIS system
2	Avigilon	Surveillance camera provider
3	Cityworks	Asset management software
4	Invoice Cloud	Online payment solution
5	Key Bank	Bank portal
6	MS Access	Database functionality
7	MS Excel	Spreadsheet functionality
8	MS Outlook	Email functionality
9	MS Word	Word processing functionality
10	MuniCode	Civic Management (policy and procedure) functionality
11	Next Request	Public records software
12	ONE Solution	The City's ERP system offered by Central Square Technologies
13	PerfectMind	Parks and recreation software
14	TRAKiT	Permit software used for business licenses
15	U.S. Bank	Bank portal
16	NeoGov	Human Resources/Payroll software
17	ADP	Current Payroll Provider

2.8 Planned and In-Progress Technology Initiatives/Projects



The City currently has two in-progress technology projects that may potentially impact system and technical standards, or resource availability during the implementation of a new FMS system. These projects are scheduled to be completed prior to the go-live of a new FMS system.

- TRAKiT Upgrade: The City is scheduled to upgrade the TRAKiT system by December 2022.
- NeoGov: The City anticipates completing the implementation of NeoGov in the first quarter of calendar year 2022.

2.9 Project Management Documentation

The following information establishes the expectation of the minimum level of project management documentation to be provided by Respondents as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the Selected Respondent(s) shall develop and provide the City with the following items:

2.9.1. Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:

- 2.9.1.1. Objectives
- 2.9.1.2. Deliverables and Milestones
- 2.9.1.3. Project Schedule
- 2.9.1.4. Resource Management Processes
- 2.9.1.5. Scope Management Processes
- 2.9.1.6. Schedule Management Processes
- 2.9.1.7. Risk Management Processes
- 2.9.1.8. Quality Management Approach
- 2.9.1.9. Communication Management Approach
- 2.9.1.10. Organizational Change Management Approach
- 2.9.1.11. Status Reporting

2.9.2. Data Conversion Plan

2.9.3. Training Plan

2.9.4. System Interface Plan

2.9.5. Testing and Quality Assurance Plan

2.9.6. Pre- and Post-Implementation Support Plan

2.9.7. System Documentation including architecture design, data schema and integration schematic/points

2.9.8. Risk Register

Additional documentation about each Plan may be found in Section VIII of Tab 3, in **Attachment A – Proposal Response Forms** of this RFP.

2.10 Budget

The City is committed to fully funding the one-time and recurring annual costs for the acquisition of the software and implementation costs. Budget planning for this initiative is ongoing, and a specific amount for the software and implementation services portion has not yet been determined. A final budget will be programmed based on the results of this RFP and final contract negotiations.

The City is sensitive to the total costs, and has listed cost as one of the several evaluation criteria in the RFP; however, this is not an opportunity to identify the lowest priced solution. This RFP opportunity is being presented as a best value solicitation, and not a lowest priced bid, opportunity.



3 Proposal Evaluation and Award

3.1 Evaluation Process

The following subsection outlines the City's intended proposal evaluation process. The City reserves the right to deviate from this process at its own discretion, and to (i) negotiate any and all elements of the RFP, (ii) amend, modify, or withdraw the RFP, (iii) revise any requirements under the RFP, (iv) require supplemental statements of information from any Respondent, (v) extend the deadline for submission of Proposals, (vi) cancel, in whole or part, this RFP if the City deems it is in its best interest to do so, (vii) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP, (viii) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Respondent; (ix) award this project in whole or in part to a vendor other than the highest scoring vendor based on the determination of the best overall value and/or fit for the City, and/or (x) award the contract without written or oral discussions with any Respondents. The City may exercise the foregoing rights at any time without notice and without liability to any Respondent, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

- a. **Vendor Shortlist:** The City Evaluation Committee will initially review and evaluate each Proposal received to determine the Proposer's ability to meet the requirements of the City. The evaluation criteria described in [Section 3.3](#) will be the basis for evaluation. The Evaluation Committee will determine the Respondents best suited to meet the needs of the City based on the scoring of the evaluation criteria. These Vendors will form the Vendor Shortlist.
- b. **Vendor Demonstrations:** The City, at its sole discretion, reserves the right to have system demonstrations with those Respondents on the Vendor Shortlist, or any other Respondent. Demonstrations may be conducted at City offices, or remotely, subject to then-current public health guidance. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations.

A Pre-Demonstration Vendor Teleconference will take place for those Vendors that have been shortlisted, and Respondents will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Vendors that are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the Respondents. The proposed version of the software must be shown and must not include any software that is under development or in beta testing.

Evaluation Committee members will view the demonstrations, and additional City staff may also be in attendance to observe and provide informal feedback. The City has the expectation that the proposed Project Manager for the City's engagement attend the demonstrations. The City may elect, at its sole option, not to conduct discussions or demonstrations with respondents.

- c. **Reference Checks:** The City may employ a process of contacting references provided through Respondents' proposals. This process may include teleconference meetings, web



conferences, and in-person meetings with references. The City reserves the right to conduct reference checks at any point in the evaluation process.

- d. **Best and Final Offer and Request for Clarification:** A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated following the identification of the Vendor Shortlist or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in the City’s best interest.

3.2 Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any Respondent that submits a Proposal, including requesting additional information. The City reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the City Evaluation Committee, which will best serve the City business and operational requirements, considering the evaluation criteria set forth below. Respondents shall be available for a system demonstration to City staff on dates specified in [Table 02](#) or as otherwise requested by the City if selected for system demonstrations. Failure of a Respondent to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. The initial evaluation may be adjusted because of a clarification under this section. The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Respondents.

3.3 Evaluation Criteria

As described in the preceding Evaluation process sub-section, the City intends to follow a cumulative approach to scoring based on key evaluation activities (e.g. scoring is conducted in a progressive manner, following various steps in the process). The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. Vendor proposals shall be evaluated in accordance with the following criteria, subject to variation at the sole discretion of the City:

3.3.1 Short-List Identification: The City intends to utilize the criteria presented in Table 08 following the Evaluation Team’s review of Proposals.

Table 08: Short-List Identification Criteria

Criteria	Description	Points
Functionality	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> • The vendor’s written responses to the Functional and Technical Requirements for proposed functional areas and overall software solution. • The ability for the proposed software to integrate with the City systems environment. 	35
Technical	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> • Alignment of the proposed software to the City’s preferred technical specifications. • The vendor’s written response to each Potential Interface. • The level of integration among proposed functional areas. 	15



Criteria	Description	Points
Approach	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The described approach to implement an enterprise system to achieve the City's goals and objectives. The alignment of the proposed implementation timeline to the City's desired timeline. The distribution of implementation tasks among City and vendor teams. The proposed resources hours among City and vendor teams. The vendor's approach to key implementation tasks including but not limited to data conversion, testing, and training. The vendor's planned ongoing support and maintenance services. 	25
Vendor Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The vendor's experience delivering the services requested in the RFP. The vendor's experience with similar implementations for comparable organizations. The vendor's experience deploying comparable interfaces to the City's related applications. 	15
Proposed Staff Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The experience of named staff delivering services requested in the RFP. The experience of named staff with similar implementations for comparable organizations. The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization. 	10

3.3.2 Finalists Identification: The City intends to utilize the criteria presented in Table 09 following the demonstrations by Short-List vendors.

Table 09: Finalist Identification Criteria

Criteria	Description	Points
Functionality Demonstrated	This criterion considers new information learned through vendor demonstrations including but not limited to the demonstrated user interface and the alignment of demonstrated functionality with preferred business processes.	15
Technical Capabilities	This criterion considers new information learned through the Technical Discussion as part of vendor demonstrations as well as other sessions.	5
Approach Discussion	This criterion considers new information learned through the Implementation Approach Discussion as part of vendor demonstrations as well as other sessions.	5



Criteria	Description	Points
Experience Discussion	This criterion considers new information learned through the Company Overview Discussion as part of vendor demonstrations as well as other sessions.	5

3.3.3 Preferred Vendor Identification: The City intends to utilize the criteria presented in Table 10 following the completion of reference checks and any site visit.

Table 10: Preferred Vendor Identification Criteria

Criteria	Description	Points
Reference Feedback	This criterion considers the feedback received from references related to the vendor’s performance in the implementation including meeting project objectives and timelines, as well as the knowledge, skills, and experience of implementation staff; capabilities of the software; and ongoing vendor performance with support and maintenance.	20
Comparable References	This criterion considers the relevance of references related to organization size and location, structure of the organization, entity type (e.g. city/town/village), comparable scope, similar software version, and deployment model.	10

3.3.4 Cost Point Allocation: The City will evaluate cost proposals based upon these criteria. Cost points will be applied at the timing in the evaluation process as may be determined by the Evaluation Team however the City intends to evaluate costs as part of the Shortlist Identification process. The City reserves the right to review costs at any point in the process to validate proposals are within anticipated initial budget planning. Cost points may be refined or replaced in the event of a subsequent Request for Clarification or Request for Best and Final Offer (BAFO).

Table 11: Cost Point Criteria

Criteria	Description	Points
Cost	This criterion considers, as applicable, the price of the software licensing, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Respondents will be evaluated on their pricing scheme, as well as on their price in comparison to the other proposers. In evaluating cost, the City may evaluate on a fully loaded ten-year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase and implementation costs; ongoing support and service costs; hardware costs; and associated hardware support costs. The City reserves the right to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings, and may rely on the Respondent’s resource estimates as a basis for their calculations.	40



Criteria	Description	Points
	Vendors of point solutions will be compared against other proposals for the respective functional area group.	

3.4 No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of the City. This RFP does not constitute an offer or a contract with any Respondent or other party. The City reserves the right to reject any or all Proposals, in whole or in part, and to waive any informality in proposals received, deemed to be in the best interest of the City or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended Vendors will be rejected. The City may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. The City further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, the City reserves the right to make one or more awards to competing Respondents for subsets of functionality as a result of this RFP. The City also reserves the right to refrain from making an award if it determines it to be in its best interest. The City reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. The City reserves the right to create a Project of lesser or greater expense than described in this RFP or the respondent's reply, based on the component prices or scope submitted. The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City.

3.5 Offer Held Firm

Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 180 calendar days following the date established for receiving bids/proposals. At the end of the 180 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.



4 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by Respondents submitting Proposals. Offers that do not comply with all instructions contained herein may be disqualified:

1. **Deadline:** The deadline for Proposal submissions is established in [Section 1.5](#). It will be the sole responsibility of the Respondent to submit its Proposal to the City before the closing deadline.
2. **Hard Copy Proposals:** Hard copy submittals are not required for proposal submission.
3. **Email Proposals:** Email submittal of the Proposal Response will be **required**. Please note City has a 10MB limitation on messages. Proposers may, if required, submit proposals using more than one transmission **so long as** this is clearly indicated in the subject line and body of the emails. Please note that ZIP file attachments are not permitted for submission due to security requirements. City will not open email submittal of the Proposal Response prior to submission deadline.
4. **Proposals must be submitted by email to the City with attention Matt Mornick (matt.mornick@mercergov.org) with a CC to the City’s consulting partner, BerryDunn (Ryan Doil – rdoil@berrydunn.com).** **Proposal File Formats and Naming:** Respondents shall submit electronic versions of the proposal via email only. The following table provides the required file formats and naming conventions for the electronic media files.

Table 12: Proposal Naming and File Formats

Proposal Section	Recommended File Naming Convention	Required File Format
Technical Proposal (Inclusive of Attachments A & B, and any Exhibits/Attachments)	“(Proposer Name) Technical Proposal”	All files combined into one (1) searchable Adobe PDF
Attachment B – Functional and Technical Requirements	“(Proposer Name) Proposal Response to Attachment B”	To be submitted in Microsoft Excel format, in addition to above PDF format
Price Proposal (Inclusive of Attachments C1 and C2, Respondent’s Standard Travel and Expense Policy, and any Appendices)	“(Proposer Name) Price Proposal”	All files combined into one (1) searchable Adobe PDF
Attachment C1 – Cost Worksheets	“(Proposer Name) Proposal Response to Attachment C1”	To be submitted in Microsoft Excel format, in addition to above PDF format

5. **Amendment of Proposals:** Respondents may amend Proposals prior to the deadline set for receipt of Proposals. In the event an Addenda is issued, and a Respondent has previously submitted a Proposal in response to this RFP, the Respondent shall notify the City via email of the need to submit an amendment, and clearly outline the reasons in writing. No amendments may be submitted after the deadline unless they are in response to a request of the City.



6. Respondents are advised to carefully read the entire Solicitation Package.

4.2 Technical Proposal Organization Guidelines

Respondents are instructed to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tab sections as a part of their response to the Technical Proposal. **The City expects that Respondents will include additional proposal content beyond simply completing the forms and worksheets provided through this RFP.**

The following table contains the organization guidelines for Proposal responses.

Table 14: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section
Tab 1	Company Introduction and Relevant Experience
Tab 2	Software Solution
Tab 3	Project Approach and Implementation Methodology
Tab 4	Key Proposed Personnel and Team Organization
Tab 5	Project Schedule
Tab 6	System and Application Architecture
Tab 7	Data Conversion Plan
Tab 8	Software Hosting
Tab 9	Testing and Quality Assurance Plan
Tab 10	Training Plan
Tab 11	References
Tab 12	Sample Contracts, Warranty, and Escrow
Tab 13	Exceptions to Project Scope and Contract Terms
Tab 14	Functional and Technical Requirements Response (Attachment B)

4.3 Content for Tabs 1 – 14

Attachment A – Proposal Response Forms is a Word document that provides detailed instructions and requirements for the Proposer as it relates to the documents to be submitted as their RFP response and Services required for the Project.

Proposers are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in **Attachment A – Proposal Response Forms**, Proposers are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Tab section.



Attachment B – Functional and Technical Requirements/Capabilities is an Excel document that provides detailed requirements and capabilities related to software features and functions, as well as potential interfaces and data conversion requirements.

a) Tabs 1 – 13

These tabs are to include the Proposers response as detailed in **Attachment A – Proposal Response Forms**, including any supplemental attachments or documents identified in **Attachment A – Proposal Response Forms**. Proposers are directed to **Attachment A – Proposal Response Forms**, which includes forms, tables, and questions that are to be completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1 – 13).

b) Tab 14

This tab is to include Proposer’s response as detailed in Attachment B – Functional and Technical Requirements/Capabilities, which is an Excel document to be filled out by the Proposer. Proposers are required to use the following legend for completing Attachment B – Functional and Technical Requirements/Capabilities.

When providing responses to the requirements in Attachment B – Functional and Technical Requirements/Capabilities, Proposer shall use the response indicators contained in the following table.

Proposers are instructed to enter only one response indicator in response to each requirement. Responses to an individual requirement that contain none or more than one indicator (e.g., C/T) will be treated as a response of “N” feature/function not provided.

If a Proposer is not proposing on certain functionality, a response of “No Bid” shall be provided for all applicable areas. A response of “No Bid” should not be used as a replacement for an “N” response.

Table 15: Requirements Response Indicators

Indicator	Definition	Instruction
S	Standard: Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from Vendors in accordance with agreed-upon configuration planning with the City.	Respondents are encouraged, but not required, to provide additional information in the Comments column to further demonstrate the system’s ability to meet the requirement.
F	Future: Feature/Function will be available in a future software release available to the City by April 1, 2022, at which point it will be implemented in accordance with agreed-upon configuration planning with the City.	If a response indicator of “F” is provided for a requirement that will be met in a future software release, the Respondent shall indicate the planned release version, as well as the time the release will be generally available.



Indicator	Definition	Instruction
C	Customization: Feature/Function is not included in the current software release and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in Attachment C – Cost Worksheet.	If a response indicator of “C” is provided for a requirement that will be met through a custom modification, the Respondent shall indicate the cost of such a modification.
T	Third Party: Feature/Function is not included in the current software release and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.	If a response indicator of “T” is provided for a requirement that will be met by integration with a third-party system, the Respondent shall identify this third-party system and include a cost proposal to secure this system.
N	No: Feature/Function cannot be provided.	N/A

c) Proposal Supplements

Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal as identified in Table 13 above.

4.4 Price Proposal

The Respondent’s Price Proposal shall consist of four sections, as further described below:

1. The completed Cost Worksheets as contained in **Attachment C1 – Cost Worksheets.** Respondents shall not modify the worksheets in any way.
2. The Respondent’s standard travel and expense policy.
3. A narrative description of the proposed costs in response to **Attachment C2 – Cost Narrative.**
4. The Respondent’s pricing as provided in vendor’s standard quoting/pricing format.



5 Terms and Conditions

CONTRACTUAL REQUIREMENTS & TERMS AND CONDITIONS

The following terms and conditions apply to this RFP solicitation process, and will be incorporated into the resulting contract as applicable. The City expects this RFP, and the selected Respondent's proposal in response to this RFP including any clarifications, be incorporated into the resulting contract as Exhibits.

5.1 Indemnification

Selected Respondent shall indemnify, defend, and hold the City harmless from and against all claims, losses, damages, or costs arising from or in any way related to Selected Respondent's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

5.2 Records and Audits

The Consultant shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by the resulting contract, including the date, time and nature of services rendered. These records shall be maintained for a period of three years from the date of the final payment under the resulting contract and shall be subject to inspection by City. The City shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under the resulting contract shall not foreclose the right of City to recover excessive and/or illegal payments.

5.3 Incurred Expenses

There is no express or implied obligation for the City to reimburse Respondents for any costs or expenses incurred in preparing Proposals in response to this RFP, and the City will not reimburse Respondents for these costs or expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these services. The City is not responsible for any cost(s) incurred by a Respondent in preparing and/or submitting a Proposal in response to this RFP. The City will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Respondent's products and Services.

5.4 Authorized Signatures

The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.

5.5 Rights to Submitted Material

It shall be understood that all Proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and Proposals or referencing information submitted in



response to this RFP, shall become the property of the City, and will not be returned. The City will use discretion regarding disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a government entity, the City is required by law to make certain records available for public disclosure.

5.6 Confidential Information

Any written, printed, graphic, electronic, or magnetically recorded information furnished by the City for the Respondent's use are the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiaries.

The Respondent and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with City approval, and then only to the extent necessary to perform the work under the contract. These confidentiality obligations also apply to the Respondent's employees, agents, and subcontractors and Respondent shall be liable for a breach of the confidentiality obligations by any such party. On termination of the contract, the Respondent, its employees, agents, and subcontractors will promptly return any confidential information in its possession to the City.

5.7 Waiver of Claims

Each Offeror by submission of a response to this RFP waives any claims it has or may have against the City, and their respective employees, officers, members, directors and partners; the City's Representative and its employees, officers, members, directors and partners; and the City, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Respondents. Submission of proposal indicates Respondent's acceptance of the evaluation technique. Without limiting the generality of the foregoing, each Respondent acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

5.8 Contract Negotiation

After final evaluation, the City may negotiate with the Respondent(s) of the highest-ranked Proposal. If any Respondent fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Respondent of the next highest-ranked Proposal or terminate negotiations with any or all Respondents.

If contract negotiations are commenced, they may be held at City office locations or via teleconference. If contract negotiations are held, the Respondent will be responsible for all of Respondent's costs including, without limitation, its travel and per diem expenses and its legal fees and costs.

5.9 Failure to Negotiate

In the event of the following by the selected Respondent:



1. Fails to provide the information required to begin negotiations in a timely manner;
2. Fails to negotiate in good faith;
3. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project; or
4. Cannot come to terms with the City after good-faith negotiations;

The City may terminate negotiations with the Respondent initially selected and commence negotiations with the next highest-ranked Respondent. The foregoing notwithstanding, at any point in the negotiation process, the City may, at its sole discretion, terminate negotiations with any or all Respondents.

5.10 Contract Type

The contract resulting from this RFP shall be in form and content satisfactory to the City and shall include, without limitation, the terms and conditions provided for in this RFP and such other terms and conditions as the City deems necessary and appropriate. The resulting contract from this RFP shall be a not-to-exceed based contract, subject to the Payment Terms identified in Attachment C2 for the various cost types.

The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the financial information software industry. The initial contract price will be based on prices submitted by the Selected Respondent, subject to contract negotiations with the City, and shall remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. A party proposing a price change in an extension period must notify the other party at least one-hundred eighty (180) days prior to the commencement of any extension period.

A template of the contract that the selected Respondent will be expected to enter into with the City is included as Attachment D.

5.11 Contract Changes

Written requests for price changes resulting from a change of scope of work, as initiated or requested by the City, must be submitted in writing for the City's consideration.

If a price change is approved, the City will issue an amendment to the contract specifying the date that the change will be effective. All Services and related accessories are to be billed at prices in effect at the time the service was rendered, or order was placed. If a price change is rejected, the Selected Respondent will be notified and, at the option of the City, the Contract may be (1) cancelled and the solicitation may be re-advertised; or (2) continued without change.

All other Contract changes will be effective only on written agreement signed by both parties.

5.12 Contract Approval

The City's obligation will commence only following the City Council's approval of a Contract and the parties' execution of the Contract. Upon written notice to the Selected Respondent, the City may set a different starting date for the Contract. The City will not be responsible for any work done or expense incurred by the Selected Respondent or any subcontractor, even such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the City.



5.13 Performance Review

The Respondent may be required to meet with the City's Project Manager not less than once per quarter to conduct a performance review of the Respondent. These meetings will be either in person at City offices, or via teleconference or web-conference with not less than two in-person meetings per year. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

5.14 Statutory Information

Any contract or agreement resulting from this RFP shall be construed in accordance with the laws of the State of Washington. Any litigation between the parties arising out of, or in connection with, the contract shall be initiated and prosecuted in King County, Washington.

5.15 Non-Discrimination Clause

During the performance of the contract, the Selected Respondent and all subcontractors shall comply with all applicable nondiscrimination laws, and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Selected Respondent and all subcontractors will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.16 ADA

The Selected Respondent and all subcontractors agree to comply with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of, employment in its services, programs, or activities. The Selected Respondent and all subcontractors agree to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Selected Respondent and any subcontractor.

5.17 Force Majeure

Neither Party shall be in default by reason of any failure in performance of the resulting contract if such failure is proximately caused by causes beyond their reasonable control and without the fault or negligence of said Party including, without limitation, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions ("force majeure"). If either Party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the cause(s) of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract



modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

5.18 Policy Compliance

The Respondent shall, as a condition of being considered for award of the contract, require each of its agents, officers, and employees to abide by the City's policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on City property at all times while performing duties pursuant to the contract. The Respondent agrees and understands that a violation of any of these policies or rules will constitute a breach of the contract and will be sufficient grounds for immediate termination of the contract by the City.

5.19 Compliance with Federal, State, County, and Local Laws

Proposals must comply with all applicable federal, state, county and local laws. During performance of the contract, selected Respondent agrees to comply with all applicable federal, state and local laws.

5.20 Patents and Copyrights

The selected Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.

5.21 Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.22 City Property

The use of any and all City property by Selected Respondent or its agents must be approved in advance by the City.

5.23 Rights of Use

The Selected Respondent agrees that the City will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Selected Respondent or anyone acting on behalf of the Selected Respondent as a result of the contract.

5.24 Ownership of Data and Transition

Any and all City data stored on the Selected Respondent's servers or within the Selected Respondents custody, is the sole property of the City. The Selected Respondent, subcontractor(s), officers, agents, and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City.

In the event resulting contract is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected Respondent shall:



- a. Incur no further financial obligations for materials, Services, or facilities under the contract without prior written approval of the City;
- b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition; and
- c. Make available to the City, at no cost, all City data stored within the system in a modern relational database format with accompanying data schema, stored on the Selected Respondent's servers, or within the Selected Respondent's custody, within fifteen (15) days of termination or City request. Respondent shall also destroy or otherwise purge data AFTER City's written acceptance of its transfer.

In the event resulting contract is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the City shall:

- d. Retain ownership of all data, work products, and documentation, created pursuant to the resulting contract

5.25 Personnel

All of Selected Respondent's personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, the City shall notify Selected Respondent and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Selected Respondent shall remove from the project and replace the Selected Respondent's personnel that the City deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

5.26 Software Upgrades

The City shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Selected Respondent. Such upgrades shall be provided at no cost to the City so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.

5.27 Data Privacy and Security

Selected Respondent shall comply with all relevant federal, state, and local laws and regulations on security and privacy. Selected Respondent shall have and follow a disaster recovery plan. Selected Respondent shall only store and process City data within the continental United States. If applicable to the Contract, the Selected Respondent shall back up all City data daily to an offsite hardened facility.

5.28 Interpretation of Solicitation Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting a proposal, of any portion of the proposal documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

5.29 Business Tax Certificate



The scope of work under this proposal includes performing services within the City of Mercer Island. The successful Proposer must obtain a City of Mercer Island Business License Tax Certificate prior to performance of the services.