

Request for Proposal
AUTO EXCHANGE OF DATA AND GIS WEB SITE PROJECT

**City of Johnson City Development Services Dept.
GIS Division**



RFP #5664

Proposal Due Date/Time:

December 7, 2012

2:00 PM

City of Johnson City

Purchasing Department

209 Water Street (37601)

P. O. Box 2150 (37605)

Johnson City, TN

423/975-2716



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Request for Proposal

Auto Exchange of Data and GIS Web Site Project

Proposal Instructions

Introduction:

The City of Johnson City's Development Services Department, Geographic Information Services Division, hereinafter referred to as the GIS Division, and the Washington County, TN Property Assessor's office with the Washington County Zoning office, hereafter referred to as Washington County, intend to secure a contract for the development and implementation of an Auto Exchange of Data and GIS Web Site project.

Through this RFP, the GIS Division with Washington County, seek to employ the best possible service at a competitive price. The GIS Division and Washington County will give preference to companies with current ESRI business partner status. All qualified businesses with ESRI business partner status, including disadvantaged business enterprises, businesses owned by minorities, women, or persons with a disability, and other small business enterprises, have an opportunity to do business with the GIS Division and Washington County on this contract.

The GIS Division is responsible for developing and maintaining all layers in the database system, excluding any layers relating to Water and Sewer and Storm Water Management, under the directive and policies of the City of Johnson City. The Washington County, TN Tax Assessor's office is responsible for all parcel data within the boundaries of Washington County, TN. The Washington County Zoning office is responsible for all zoning and related data for the county.

The successful proposer will prepare a plan to implement an Auto Exchange of Data and Web Site plan that is acceptable to the City of Johnson City GIS Division, the City of Johnson City IT Department, and Washington County. This plan involves a two phase process to provide an auto exchange and hosting of data between cooperating agencies to enable us to easily access each other's data as well as act as an off-site emergency backup . Additionally, we desire the consultant firm to work with the corresponding agencies to develop a GIS interactive web site accessible to the public and the agencies involved. Once the plan is developed and approved, the GIS Division the City of Johnson City and Washington County will move forward on the design and implementation phase of the project.

RFP Sequence of Events

The following sequence of events represents GIS Division best estimate of the schedule that will be followed. Unless otherwise specified, the time of day will be between the hours of 8 AM to 5 PM EDT.

Notice: the GIS Division and the Wash Co., TN Property Assessor's and Zoning offices reserve the right, at their sole discretion, to adjust the schedule as it deems necessary. The GIS Division will communicate any adjustments to the Schedule of Events following amendment notification procedures.

EVENT	TIME	DATE
Purchasing Issues RFP		November 15, 2012
Deadline for proposers to submit "Request for Clarification" questions		November 26, 2012
All "Request for Clarification" questions answered		November 30, 2012
Proposal submittal deadline	2:00 PM EDT	December 7, 2012
The evaluation team will review the proposals. The team may request onsite interviews by prospective proposers if further clarification is desired.		December 10, 2012 through January 25, 2013
Proposal Team completes Technical Proposal Evaluations and submits to RFP Coordinator		February 1, 2013
Final negotiations and recommendation for Approval of Contract Award.		NO LATER THAN February 15, 2013

This schedule is intended as a guideline for the required tasks for proposal selection and contract award. Management requirements and other factors may cause certain events to vary or be delayed some from the original proposed dates; however, in **no event shall the deadline** for the proposal submittal be changed unless notification via addendum.

Procedure for Submittal

To be considered, proposers must submit a complete response to this RFP using the following format. Proposals must be signed by an official authorized to bind the proposer to its provisions in order for the proposal to be considered valid. Unsigned offers will not be considered. Proposals must include a statement as to the time period for which the proposal remains valid. However, the time period must be at least one hundred and twenty days (120) days.

Format for Submittal:

1. Technical Proposal Package shall be presented as follows in a sealed envelope and the package contents should be printed on 8.5" X 11" letter sized paper:

- a. Proposal Form, Attachment A, must be signed;
- b. Cover letter of understanding of city's requirements and description of services proposed;
- c. Company's qualifications and past experience;
- d. List of Employees to be involved in the project and their qualifications;
- e. Technical approach to Scope of Work describe in RFP;
- f. Any notes or deviations;
- g. Three references including a list of three active GIS web sites the company has completed for local government clients;

* Please ensure that the Technical Proposal does not contain cost data.

2. Cost Proposal Package (sealed in a separate envelope) will include the Cost Proposal Form, Attachment B.

3. Each proposer must submit five (5) copies and one (1) original of the Proposal package that shall be enclosed in a sealed envelope plainly identified in the upper left hand corner with the company's complete name and address and include in the lower left hand corner the following statement:

"RFP # 5664- WEBSITE HOSTING PROJECT"

4. COST PROPOSAL – ONLY (1) COST PROPOSAL SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE WITH THE ORIGINAL TECHNICAL PROPOAL. ENVELOPE SHALL BE IDENTIFIED AS THE COST PROPOSAL

5. Proposals shall be submitted on or before 2:00 p.m. EDT, December 7, 2012 at the City of Johnson City's Purchasing Department, 209 Water Street, P.O. Box 2150 Johnson City, TN 37601/37605. Submittals outermost envelope should be sealed and should be clearly labeled "RFP #5664 – WEBSITE HOSTING PROJECT" .

A list of respondents will be available at that time. Late submittals will not be considered. Telephone or facsimile offers will not be accepted. Proposals must be signed in ink by the agent or person authorized to bind the Proposer to its provisions.

No contract entered into as the result of Proposer's response to this request or any Proposer's response may be subject to any type of non-disclosure agreement.

Withdrawal of Proposals:

Proposals may be withdrawn upon written request received from the Proposer prior to the time fixed for receipt.

Questions Regarding the RFP:

For "Request for Clarifications" questions regarding the scope of work, please submit written question via e-mail to Mrs. Ann Howland at howlanda@johnsoncitytn.org with the subject heading of "Request for Clarifications - RFP # 5664 ." All questions should be submitted by no later than November 26th. Any submittal related questions shall be directed to the Purchasing Department, (423) 975-2716.

Economy of Preparation:

Proposals should be prepared simply and economically, provide a straightforward and complete description of services, qualifications, costs and associated options to meet the city's requirements as outlined in this document. Emphasis should be on completeness and clarity of content.

Incurred Costs:

The city is not liable for any costs incurred by Proposer prior to issuance of a contract.

RFP Addenda:

Any changes to the specification herein will be brought forward in the form of a written Addendum from the Purchasing Department and will be provided to all interested parties. No Oral interpretation or communication will affect or change in any way the information contained herein. It is the Proposer's responsibility to assure that any addendum's issued have been included in the proposal response. Check the City's website at: www.johnsoncitytn.org/purchasing for any posted addendum's prior to submittal.

Acceptance of Proposal Content:

Proposals are to be valid for a minimum period of one hundred and twenty (120) days from date of receipt by the City.

The contents of any proposal received shall become contractual obligations upon the execution of a contract by authorized representatives of both the City and the Proposer.

The city reserves the right to reject any or all proposals and to waive informalities, irregularities, and technicalities in the proposal process.

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

Contractor Qualifications:

The consulting firm should have at least five (5) successful years expertise in the development of web sites for communities of similar size. The contractor shall be an ESRI Business Partner contractor with expertise in the areas of GIS, ESRI ArcGIS Suite of products especially including, but not limited to, ArcGIS Server and ArcGIS Desktop, State of TN parcel data, and IT expertise in hosting geo-databases. Quality and speed of queries on referenced web sites will be a consideration in the contract award. Consulting firm must demonstrate thorough knowledge on the State of Tennessee law on Open Records and Pricing.

Employee Qualifications:

Qualifications of all personnel involved with the project shall be included with the proposal package.

References:

Bidders shall include a minimum of three (3) references of three active governmental GIS web sites performed within the last five (5) years. Each reference shall have the company or government entity name, address, contact person and telephone number along with the type of service performed. References will be used to determine past performance if contractor's history is not known.

Qualification to perform this type of work will be a consideration in the contract award.

Cancellation:

Either party may cancel the service contract if written notice of intent is given thirty (30) days prior to the cancellation date.

Requirements for Bids, Request for Proposals and Contracts:

This proposal includes the City's Requirements for Bids, Requests for Proposals and Contracts between the City of Johnson City and other parties attached hereto and set forth herein as if verbatim. The attached Bid/RFP General Terms & Conditions is also an integral part of this solicitation.

Terms:

Payment terms are net 30 days after receipt of approved invoice. Invoice will include a list of the name, office address working on the project, and an authorization signature from the project manager or other company official certifying the work was completed.

Equal Opportunity:

It is the policy of the City of Johnson City to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; Section 504 of the Rehabilitation Act of 1973; American Disabilities Act (ADA) of 1990; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or subject to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or state constitutional or statutory law. By virtue of submitting a response to the solicitation, proposer agrees to comply with the same non-discrimination policy. Accordingly, all vendors entering into contracts with the City of Johnson City shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Indemnification:

The proposer shall guarantee and certify by affixing his/her signature to the proposal that if successful, he/she shall indemnify and defend the City against any and all claims of legal actions arising as a result of his or her performance of the contract, whether or not such claims relate to damages (including amounts incurred by the City for its legal fees and court costs) or alleged damages arising out of proposers breach of contract or sustained by physical injury to contractor's personnel, subcontractors, city employees, or other person, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, the GIS Division, Washington County, and any and all persons or entities acting on its behalf from the same.

Arbitration and Mediation:

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

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

Non-Collusion/Conflict of Interest:

The proposer certifies by signing the Proposal, the agent representing all officers, partners, owners, representatives, employees or interested parties of the bidding firm certifies to the best of the knowledge and belief this proposal to the City of Johnson City, Tennessee have not been prepared in collusion with any other agent of similar series. The agent also certifies that the prices, terms and conditions of said proposal have been arrived at independently and have not been communicated by the undersigned, nor by any of the aforementioned firm associated to any other seller, proprietor, or agent of similar services and will not be communicated prior to the official proposal receipt date and time. The agent further states that no official or employee of the City of Johnson City has promised any persona, financial or other beneficial interest, either directly or indirectly, in order to influence award of an Agreement.

Proprietary/Confidential Information:

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Tennessee statutes.

Rights and Options of the City of Johnson City:

The City reserves the following rights and options:

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

Evaluation Process

Once the proposals have been received by the Johnson City Purchasing Department and deemed "ready for evaluation", they will be forwarded to the Proposal Team to start the evaluation process. The RFP Coordinator will review the cost proposals independently from the Evaluation Team. A numerical score will be given to each proposal. The maximum possible score for any proposal will be 100 points, of which a maximum of 80 points will be available for the Technical Proposal and a maximum of 20 points will be available for the Cost Proposal.

Technical Proposal Evaluation:

Evaluation Criteria - Technical Merit and Qualification - 80 points

The Technical proposals will be evaluated by a "Proposal Evaluation Team" consisting of representatives from the GIS Division, a GIS member from either the Storm Water Division or the Water & Sewer Division, Washington County, and the IT Department. In the event an evaluation team member is not able to serve due to conflict or availability, an alternate from one of the member agencies will be used.

Team members will evaluate the proposals individually and base their scores on the following criteria:

- Grasp of and ability to meet project requirements;
- Must be an ESRI business partner;
- Previous experience in the development of GIS web sites for local governments of similar size of Johnson City and Washington County;
- Quality and speed of the reference web site and its application queries;
- Key personnel and qualifications;
- Technical approach in addressing the "Scope of Work".

The Evaluation Team reserves the right to have the Proposer(s) make an onsite visit for interviews for further clarification of the proposal if needed, before making the final recommendation. During this interview process the evaluation team may adjust their technical proposal score to reflect additional information received during the interview process.

Cost Proposal Evaluation:

Evaluation Criteria - Technical Merit and Qualification - 20 points

The Contractor will develop a lump sum cost for completing the project. The Cost Proposal should be separate from the Technical Proposal - no costs estimates are to be included in the Technical Proposal narrative.

This is a Request for Proposals and not a bid. In this process the client is not bound to take the lowest cost; however, the cost will make up 20 percent of the overall evaluation score. To calculate the score for the cost proposal, the cost of the proposals will be compared to each proposal submitted. The RFP Coordinator shall use the proposer's project cost and divide it into the lowest cost of all Cost Proposals. The number will then be multiplied by 20 and rounded to the nearest two decimal places to determine the final Cost Proposal score. This method is a successful and proven method utilized by the State of Tennessee in evaluating costs, as such the RFP Coordinator will use this accepted method for calculating the "Cost Proposal Score."

Contract Award Process

Once the final scores are tabulated (technical scores and cost proposals), the RFP Coordinator will forward the results of the proposal evaluation process back to the Proposal Team, who will consider the results and all pertinent information available to make a recommendation about the contract award.

The RFP Coordinator will issue an Evaluation Notice to identify the selected Proposer. Please note that the Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer. The RFP Coordinator will also make the RFP files available for public inspection after the contract has been awarded.

The selected Proposer must agree to and sign a contract with the City of Johnson City which shall be substantially the same as this RFP.

However, the City reserves the right, at its discretion, to add terms and conditions or to revise contract requirements in the City's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process. The Proposer selected to be awarded the contract must sign and return the contract drawn by the City of Johnson City pursuant to this RFP. If the proposer fails to provide the signed contract by the deadline, the GIS Division may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

If the City determines that the selected Proposer is non-responsive, the RFP Coordinator will recalculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

Project Scope of Work

Project Understanding:

The GIS Division and Washington County are requesting Proposals from GIS consulting firms to provide an auto exchange and hosting of data between cooperating agencies. Additionally, we desire the consultant firm to work with the corresponding agencies to develop a GIS interactive web site accessible to the public and the agencies involved. The Auto Exchange of Data and Web Site Solution Project would need to include the following capabilities:

1. Auto Exchange of Data and Hosting Solution: The consulting firm will host on their server the Johnson City and Washington County geodatabase/s with a nightly upload the data from three sites (Johnson City's server, Washington County's server, and the Washington County Zoning office's server) to the host server. All three agencies would also have automatic access to or download of the other updated geodatabases. Washington County and Johnson City would still maintain original ownership and control of access to their databases even upon transfer of ownership of the company hosting the data. The geodatabase/s must be able to be uploaded to the consulting firm's host system from the multiple agencies via FTP, SFTP or other automated methods via the internet. Please specify the method preferred, and any requirements necessary or suggested, for automating this procedure because each agency has differing capabilities regarding the upload of data. The agencies will maintain control of the management and sharing of the data. This would hold true even if the consulting firm dissolves or is purchased. The consulting firm is responsible for any server/s hosting the data and any software required to host and share the data as well as serve the web-site. The City of Johnson City currently is running on ArcGIS 10, sp 4; Washington County ArcGIS 10, sp 3; and Washington County Zoning ArcGIS 10, sp 1. The City of Johnson City currently has ArcGIS Server Basic running on SQL Server 2005, sp 4. Thus, we prefer to standardize using ArcGIS Server and SQL server. Please demonstrate your experience with these software platforms and what versions you are using. Please also demonstrate your experience with hosting systems, your systems redundancy, instances of down time (hopefully none), load balancing, and disaster recovery plan.

The hosting system must be expandable to include additional county agencies if they desire to join in on a regional web hosting solution in the future. They would assume any additional licensing fees and a portion of maintenance costs required by the consulting company (possible agencies include Sullivan County Assessor's office, Carter County Assessor's office, Unicoi County Assessor's office, and Washington County 911).

2. Web Site Development: Web site development must include advanced parcel searching application by owner, address, and parcel identification number, as well as be to produce a property ownership report similar to the State of Tennessee's Property Assessment

report. The report design must be approved by Washington County's Property Assessment office. Web site development must include advance parcel searching application overlay queries for determining school districts, fire districts, zoning information, flood zones, civil districts, and be able search to see if property is w/in 1000' of a fire hydrant. The web site solution must be scalable and flexible to allow for additions of map layers, features, and geographic areas. For example, The Johnson City Water and Sewer Department, due to homeland security, has asked that the water lines not be shown above a 1:1200 scale. Web site development would include image integration of the following external information sources: Google Street View, Google Earth, Big Bird's Eye View, ESRI ArcGIS online base maps, and State of Tennessee base maps (from the State or from our raster images from Johnson City's geodatabase).

The consulting firm would be the designated administrator of the web site. The City of Johnson City's web site, the Washington County Property Assessor's office home page, and the Washington County Zoning office's home page, must be able to have a link to the consulting firm's developed GIS web hosting site. Site would include a disclaimer on the front end before visitor could enter the site. Disclaimer to include user accepting data as is with all faults, user assuming responsibility, independent verification should be obtained by user, proprietary information clause for the City of Johnson City, Washington County, and any additional agencies added to the project, and any other disclaimer information deemed necessary by both the City of Johnson City and Washington County or added agencies. The web-site application should be compatible with all web browsers that support the World Wide Web Consortium (W3C) standards. Please state what versions your application is compatible/incompatible with.

Web-site must be customizable to allow for matching of City of Johnson City symbolization in regards to the webpage, customization to match desired map layer symbolization, addition of layers deemed necessary, as well as options for website visitors to choose from various map layouts when printing what they see on the web-site map. Search ability must include owner name, GISLINK or parcel ID, address, and place name. Panning, zooming in/out, previous view will be available. The turning on and off function of various layers such as school zones, fire zones, zoning, etc., must be a provided option.

3. Ecommerce Integration: Ecommerce integration that allows web site visitors to see various GIS maps, reports, or digital data products that can be purchased from the various agencies, add items to a shopping cart, and purchase items online via credit card (*This portion is pending City approval), then automatically download their items. No-cost data sales services that accompany the ECommerce storefront including marketing of data products to commercial companies, management of accounting and revenue distribution, reporting and disclosure of accounting and revenue distribution of sales to involved agencies, and policing of the market for illegal re-distribution of data products.

4. Support: Please include in your proposal the cost of yearly maintenance to continue providing the Auto Exchange of Data and web-site solution. The first year of maintenance should be included in the original cost. Maintenance and support should include phone and help support for Johnson City GIS and IT Divisions and Washington County. Support shall include all updates and upgrades generally made available to licensees of the software without additional license fees. Support shall include error corrections. Support shall include support for any customizations that are necessary to meet the requirements of this RFP and/or contract. Support shall include technical assistance on the installation, use, performance tuning, maintenance, and repair of the software/hardware necessary to meet the requirements of this RFP and/or contract. Support and maintenance contract shall include all third party licensed technology that is necessary to meet the requirements of the RFP and/or contract. If any third party licenses technology is not covered by proposing parts support services, this needs to be identified in the proposal. Support should include location of your services, standard hours of operations, contact information (phone, email), response times, how software/hardware or database updates are transmitted/communicated to customers. Agencies should be promptly notified of any change of location, standard hours, phone or email address changes, etc... Support should include a description of user self-help tools.

5. Must Include as part of the Proposal: Prior to selection, as stated in the References section, the GIS consulting firm must provide three references of active web-sites of existing clients that are using property search and overlay analysis that have been started within the last five years. Please prepare, as a part of this proposal, **a cost breakdown** of the Auto Exchange and Hosting of data fees, the licensing fees, the website development, the Ecommerce Solution, maintenance fees, or any software/hardware requirements, and any other cost breakdowns you deem necessary.

6. Note: Washington County will need to work out a separate contract with the consulting firm to pay their portion of the licensing fee and maintenance for the web site.

7. Retainage: The City of Johnson City will retain 20 percent (20%) of the entire contract amount of the final payment until we sign off that we have fully accepted the project and the on-going maintenance support.

Deliverables:

The following is a list of deliverables, at a minimum, that are expected to be provided by the consultant firm upon completion of the project. Additional meetings and consultations with the client are encouraged, especially if issues arise.

- An uninterrupted, complete, nightly download of data from the GIS Division, Wash. Co. Property Assessor's and Zoning offices.

- Ability of the GIS Division and Washington County to access the data on the host server and/or have it part of the nightly process downloaded to their prospective servers.
- An interactive publicly accessible web site as stated in the project understanding.

Tasks:

Some of the following meetings may be able to be held on the same day. Some tasks may only require a phone conference call or extensive email communication between parties. All meetings will be held at the City of Johnson City Hall, 601 E Main St, Johnson City TN 37601 unless specified otherwise.

Task 1 - Kick-off meeting

This meeting will serve as the initial meeting for the GIS Division, IT Division, Washington County, and the GIS consulting firm staff members that will work together through the project. The kick-off meeting will be used to establish a calendar for future meetings, as well as a communications plan between the Consultant and agencies involved, and to assess any needs or responsibilities required by the involved agencies and the consultant. Design of the web site and applications desired will also be discussed. Representatives of the consultant will participate in this meeting. It will be the responsibility of the Consultant to work with the GIS Division to prepare agendas for all meetings and it will be the responsibility of the consultant to prepare minutes for all meetings they are required to attend. The GIS Division will be responsible for all other meetings' agendas and minutes. The only exception to this will be when Washington County meets with the Consultant to work on their portion of the contract and the meeting to resolve pricing issues.

Task 2 - IT meeting

This meeting will serve as to resolve any/all IT issues between our IT staff and the Consultant. Compatibility issues and method/s of downloading between the various agencies must be addressed at the least, if not, resolved in this meeting. Compatibility issues for linking the web site to our perspective home pages need to be addressed. Members from Johnson City GIS Division, IT Department, Consultant representatives, and Washington County are critical to resolve transfer of data issues and web linking issues.

Task 3 - Purchasing/ Finance and Pricing of data meeting (2)

This meeting is a City of Johnson City staff members only meeting that will serve to identify and resolve issues with the selling of data and map products through the web site including Credit Card issues and revamping the city's pricing for GIS products (pending additional approvals). Also to determine what products we now sell that can be sold through the web

site. Critical attendees will be the GIS Division, Finance, Purchasing, and the IT Department. Pricing decisions will be forwarded to the Consultant.

Task 4 - Resolution & final design

This meeting is to resolve any outstanding issues that need to be addressed and completed before the installation occurs to set-up the final processes for the data downloads as well as go through the design phase. Critical staff representatives would be from Johnson City GIS Division, Washington County Property Assessor, Washington County Zoning, IT Department, and Consultant representative/s.

Task 5 - Set-up download process (2)

The Consultant and the GIS Division will need to work with IT to connect to the SDE Server system and set up the web site links. Washington County will need to work with the consultant to set up their upload/download connections and web site links. Following this step the Auto Exchange of Data should be completed soon after.

Task 6 - Test the web site phase

The Consultant, the GIS Division and Washington County will have a month testing phase to find and correct any issues with the web site.

Task 7 - Go live with the web site.

This is the final task in the project with the exception of maintenance. This task should be completed within four months of the awarding of the contract. The project should be completed by June 15, 2013.

TECHNICAL PROPOSAL FORM

**MUST BE COMPLETED AND ATTACHED TO PROPOSAL PACKAGE
WEBSITE HOSTING PROJECT
RFP# 5664**

The undersigned proposes and agrees, if their Proposal is accepted, to contract with the City of Johnson City to develop and implement an Auto Exchange of Data and GIS web site project as described herein that meets the requirements of this Proposal. Any deviations are to be clearly identified and attached to this response. The City shall be the sole determiner of the proposal that best meets our needs, and in the City's best interest.

Cost Proposal is being submitted in a separate sealed envelope.

Proposal Submitted by: _____ Date: _____

Signature: _____

Address: _____

Phone: _____

Email Address: _____

Fax: _____

THIS FORM MUST BE SIGNED TO BE CONSIDERED



CITY OF JOHNSON CITY, TENNESSEE

BID/PROPOSAL GENERAL TERMS AND CONDITIONS (Read Carefully)

1. PREPARATION OF BIDS/RFP'S

Only bids submitted on forms furnished by the city will be considered. Bids on company letterhead or quotation sheets will be judged non-responsive. TELEPHONE OR FACSIMILE BIDS WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those posted at: <https://purchasing.johnsoncitytn.org/bsa>. Paper bids shall be sealed in an envelope. No bid received after closing time shall be considered. The official time for paper bids will be that of the date and time clock in the Purchasing Department. For electronic bids the official time is that posted on the website. Late bids will not be accepted. The City of Johnson City shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid/rfp response electronically less than one hour prior to the bid/rfp opening time. If not offering a bid/proposal response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to solicitation opening.

2. SIGNATURE ON BIDS

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

3. PRICING

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

4. BID/RFP OPENINGS

Bids/RFP's (paper & electronic) will be read aloud at the specified date and time as stated in the document. All openings are public meetings. All bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any bid/rfp opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

5. EXAMINATION OF BIDS/RFP'S

Bids/RFP's and associated documents may be examined at the opening. They are closed for review and inspection during the evaluation period prior to award.

6. COOPERATIVE PURCHASING:

Bidders/Proposers are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

7. BID TABULATIONS/RFP RESPONSES

Bid tabulations and RFP respondent's lists will be posted and available the next business day on our website: <http://www.johnsoncitytn.org> then select Purchasing Department, Current Bid/Notices.

8. MULTIPLE ITEM BIDS

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

9. BID/RFP EVALUATION

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

10. ACCEPTANCE, REJECTION AND POSTPONEMENT

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

11. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best proposal meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City.

12. AWARD PERIOD

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

13. FOB POINT

All prices quoted shall be FOB delivered to the using department, City of Johnson City, TN unless otherwise stated in the solicitation document. Risk of loss and/or damage shall be upon the Seller until such time as the goods have been physically delivered and accepted by the City.

14. DISCOUNT AND PAYMENT

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

15. TAXES

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

16. TERM OF CONTRACT

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

17. ORAL INSTRUCTIONS

No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing to all known interested parties and posted on the City's website. These addendums will originate either from the Purchasing Department or the issuing Architect.

18. DELIVERY

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

19. SAFETY STANDARDS

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

20. BRAND NAMES

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

21. EQUAL OPPORTUNITY

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

22. SAMPLES

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

23. CONDITION STANDARDS

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

24. INSPECTION

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

25. PARTS AND SERVICE

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

26. WARRANTY

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

27. LICENSES, FEES, PERMITS

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

28. INSURANCE

The contractor shall maintain, at his expense, such insurance as will protect him from claims under Worker's Compensation Act and from claims of damages because of bodily injury, including death and damage to the property of others and claims for damages which may arise during operations under this contract whether such operations be by himself or by any subcontractor of anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract.

29. INDEMNIFICATION

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

30. DEFAULT

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

31. PENALTIES

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

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

32. NON-COLLUSION AGREEMENT

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

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

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

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

1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.
2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.
3. The City shall not in any event waive any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.
4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.
5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.
6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.
7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.
8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.
9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion without cause. In the event the City terminates without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract without cause.
10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.
11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.
12. Unless the City elects otherwise, the City shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder's risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.

13. The City shall not waive any rights regarding the loss of use of the City's property.
14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.
15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.
16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.
17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.
18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.
19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, **including** but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.
20. No person or entity shall respond to a request for bid or request for proposal with any terms or conditions that might change, alter, amend, or differ with the specifications, terms, or conditions originally provided by the City in its initial request for bids or proposals.

October 5, 2009



STATEMENT OF BID/RFP DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via facsimile 423/975-2712.

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

Bid/RFP No. # _____
Bid/RFP Name _____

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

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

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

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