

CITY OF BRANSON, MISSOURI
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP) 2666-13 FOR:
**Enterprise Resource Planning (ERP) System
and Implementation Services**

Ryan Hill, Purchasing Agent
City of Branson, Purchasing Office
110 W. Maddux St., Suite 200
Branson, MO 65616

Date Issued: August 3, 2022
Buyer's Email: rhill@bransonmo.gov
Telephone: (417) 334-3345
DUE DATE: September 13, 2022 @ 3PM

Sealed responses must be electronically submitted using the City's designated bidding platform, DemandStar, prior to the **SPECIFIED DUE DATE**. Until further notice due to the COVID-19 pandemic and in accordance with social distancing guidelines, bids will be publicly read aloud at the specified bid opening date and time via teleconference. To participate, dial (314) 828-1276 and enter Conference ID: 907 601 227#.

- Proposals shall be submitted on the forms provided and must be signed by the individual authorized to legally bind the company.
- Proposals received after the opening date and time will be rejected.
- **MAILED/HAND-DELIVERED/FAXED/EMAILED RESPONSES WILL NOT BE ACCEPTED.**

You are invited to submit your proposal to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

It is the intent of the City that this Request for Proposal promotes competition. It shall be the Vendor's responsibility to advise the Purchasing Department if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than three (3) days prior to the bid opening date.

Respondent is REQUIRED to complete, sign, and return this form with their submittal.

Company Name	Authorized Person (Print)
Address	Signature
City, State Zip Code	Title
Telephone #	Date
Fax #	Tax ID#
Email Address	

**STANDARD INSTRUCTIONS TO PROPOSERS
AND CONDITIONS OF REQUEST FOR PROPOSALS**

1. PREPARATION OF PROPOSALS

- A. Proposers are expected to examine the scope of services, delivery schedule, requirements, and all instructions of the Request for Proposals. Failure to do so will be at Proposer's risk. In case of a mistake in extension, the unit price(s) will govern.
- B. Unless otherwise indicated prices quoted shall be firm for acceptance for one hundred twenty (120) days from proposal opening and for the specified contract period.

2. SUBMISSION OF PROPOSALS

- A. A proposal submitted by a Proposer must (1) be signed by the Proposer in all designated spaces (2) contain all information required by the Request For Proposals; (3) be delivered to the City's designated electronic bidding platform, Demand Star, and officially clocked in no later than the exact time and date specified on the Request For Proposals.
- B. The proposer is requested to submit one (1) digital copy to be uploaded to the City's designated electronic bidding platform, Demand Star.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- A. Proposals may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the Proposer or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.
- B. After the official closing date and time, no proposal may be modified or withdrawn.
- C. The proposal is firm for acceptance for one hundred twenty (120) days after proposal opening.

4. PROPOSAL OPENING

- A. Proposal openings shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by mail, hand-delivery, telegram, telephone, or facsimile will not be accepted, unless specifically authorized by the Request for Proposals. Proposal files may be examined during normal working hours by appointment.

5. AWARDS

- A. Unless otherwise stated in the Request for Proposals, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices, if part of the proposal. However, such discounts are encouraged to motivate prompt payment.
- B. As the best interest of the City may require, the right is reserved to make awards; to reject any and all proposals or waive any minor irregularity of technicality in proposals received.
- C. Awards will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request for Proposals and (2) is the best proposal, considering prices (if applicable), responsibility of the Proposer and all other relevant factors in the criteria for award.
- D. Use of Electronic Signatures. By offering a submission to this Request for Bid, the bidder agrees to the electronic execution and delivery of any agreement, contract or purchase order resulting from the acceptance of a Bid and that any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.
- E. Contract Forms. Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City and may be conducted by electronic means at the sole discretion of the City in compliance with the Uniform Electronic Transactions Act, Sec. 432.200, RSMo. et.al.
- F. Please note that once the bid is awarded, a contract will be delivered through an electronic platform to the contact person for execution of contract provided in the bid documents.
- G. Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Proposer and the City; and shall bind the Proposer to furnish and deliver at the price (if applicable), and in accordance with the conditions of said accepted proposal and detailed specifications.

6. OPEN COMPETITION

It is the intent and purpose of the Purchasing Department that the Request for Proposals permits free and open competition. However, it shall be the Proposer's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received by the Purchasing Department at least three days prior to the Request for Proposals closing date and time. The Proposer may submit a notification after the proposal closing provided sufficient time is permitted for a thorough review by the Purchasing Department and/or Evaluation Committee and its decision will be final.

PROPOSAL REQUIREMENTS**1. PROPOSAL TERMS AND CONDITIONS:** The following terms and conditions apply to submitting proposals in response to this Request for Proposals:

- 1.1 **Incurred Expenses:** This City is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.
- 1.2 **Interviews:** The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)
- 1.3 **Request for Additional Information:** The proposer shall furnish such additional information as the City of Branson may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.
- 1.4 **Acceptance/Rejection/Modification to Proposals:** The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- 1.5 **Proposals Binding:** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.
- 1.6 **Proprietary Information:** In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Proposals will become the property of the City of Branson and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

- 1.7 **Proposer's Certification:** By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Branson employees or their family members.
- 1.8 **Information required to be submitted by Offeror:** Each Offeror shall submit the information outlined in the Scope of Services in order for its proposal to be

adequately evaluated and considered.

- 1.9 **Non-exclusive contract:** The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.
- 1.10 **Exceptions:** If the Offeror desires to take exception to any terms, conditions and requirements of the RFP, the Offeror must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Offeror may be considered in the evaluation of proposals.
- 1.11 **Late proposals:** Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Branson is not responsible for your issues with internet connectivity, computer devices, Demand Star or other electronic bidding platforms used by the City. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.
- 1.12 **Completeness:** All information required by the Request for Proposals must be supplied to constitute a legitimate proposal. The City of Branson reserves the right to use any and all information presented in any response to the Request for Proposals. Acceptance or rejection of the RFP does not affect this right.
- 1.13 **Missouri Immigration Law Affidavit:** The bidder is informed pursuant to Section 285.530, of the Missouri Revised Statutes as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00) the successful bidder shall by sworn affidavit and provision of documentation, affirm the business entity is enrolled and participating in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the bidder will furnish a signed affidavit (attached) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. If you are an Individual/Proprietorship, then you must return the attached Certification of Individual Bidder.
- 1.14 **Anti-Discrimination Against Israel:** The Bidder agrees to provide a certification if requested by the City of Branson, in accordance with Sec. 34.600, RSMo that they have not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel.

SCOPE OF SERVICES

1. Purpose: The City of Branson invites proposals for a modern cloud-hosted ERP solution that can provide the City with a scalable platform that allows for future growth and functionality in accordance with the following general requirements

2. Background Information:

2.1. Employee and Account Information

Located in Southwest Missouri, the City of Branson is home to many businesses and approximately 11,400 residents. The City consists of approximately 330 employees. Current water and sewer utilities accounts total approximately 4,000 while business tax receipts total approximately 600. The City also does pass-through billing for approximately 4,000 refuse customers.

2.2. Existing System Information

The City is currently utilizing the Naviline/Central Square suite of ERP applications hosted on an AS400 system. The City has been using Naviline/Central Square for twenty years and has performed numerous upgrades to both hardware and software over the course of its history with the system. Reports are currently being created using Cognos as well as external software tools such as Microsoft Excel.

3. General Requirements: The proposed system shall address performance in accordance with the following:

3.1. Functions: The major functions currently performed by the various City departments using the Enterprise Resource Planning system are as follows:

Table 1: Functional Areas

No.	Functional Area	No.	Functional Area
1	General Ledger and Financial Reporting	8	Payroll
2	Budgeting	9	Utility Billing
3	Purchasing / Inventory	10	Applicant Tracking and Onboarding
4	Accounts Payable	11	Human Resources
5	Accounts Receivable, Billing, Cash Receipts	12	Risk Management
6	Project Accounting and Grant Management	13	Business Licensing & Taxation
7	Fixed Assets and Inventory	14	Fleet Management

Table 2: Functional Area Statistics

No.	Functional Area	Statistic
1	General Ledger and Financial Reporting	
	Number of Funds	10 Governmental Funds
	Chart of Accounts Structure	xxx-xxxx-xxx.xx-xx
2	Budgeting	
	Operating Budget	\$71.0M
	Capital Budget	\$10.0M
3	Purchasing / Inventory	
	Number of bids, RFPs, RFIs, RFQs issued annually	150
	Number of purchase cards in use	180
4	Accounts Payable	
	Number of Vendors	500
	Number of Invoices per Year	5,000
	Number of 1099's issued per Year	300
	Number of Payments per Year	3,200
5	Accounts Receivable, Billing, and Cash Receipts	
	Number of Invoices/Statements per Year	750
	Functional Area	Statistic
	Number of Cash Collection Points (including all tender types)	7 Total 1 Enterprise Locations, 6 Governmental (Parks and Recreation 4locations, City Hall 2 locations)
6	Project Accounting and Grant Management	
	Number of Active Projects	10
7	Fixed Asset Management and Inventory	
	Number of Fixed Assets	2,300 Active
	Departments Utilizing Inventory (<i>listed by department</i>)	3 (Finance, Public Works, I.T.)
8	Payroll	
	Number of W2's per Year	450
	Pay Frequency	Bi-Weekly
Utility Billing Statistics		
9	Water	
	Number of Customer Accounts	4,000
	Number of Meter Reading Cycles	4
	Number of Billing Cycles	4

	Number of Routes	4	
	Number of Meters in Service	9,500	
	Average Daily Consumption per Customer (gallons)	800	
	Miles of City Water Mains	109 miles of water mains	
	Total Annual Gallons of Water Pumped	1,200,000,000	
	Sanitary (Sewer)		
	Number of Customer Accounts	8,500	
	Miles of City Sanitary Sewer	221 miles of sanitary sewer mains	
	Utility Billing Customer Information		
	Number of Accounts	9,000	
	Average Daily Receipts (Utility Billing only)	\$30,000	
	Number of Cash Receipting Stations (Registers)	2 POS stations	
	Number of Annual Utility Bills	96,000	
	10	Applicant Tracking and Onboarding, Workforce Management, Benefits, and Risk Management	
Number of Full-Time Employees		280	
Number of Part-Time Employees		5	
Number of Seasonal Employees		65	
Number of Bargaining Units		1	
Number of Benefit Plans		1	
Number of Leave Plans		2	
11	Human Resources		
	Number of non-exempt employees (current)	215	
	Departments using time clocks (current)	11	
	Departments to use scheduling functionality	11	
12	Risk Management		
13	Business Licensing & Taxation		
	Number of Active Business Licenses	1804	
	Number of Active Contractor Licenses	638	
	Number of Businesses who report Tourism Tax	994	

Additional Functionality

In addition to the existing system's capabilities, the following is also being requested and the proposer should address their ability to accommodate this additional functionality (additional details may be provided upon request).

3.2. Building Department: Web-based citizen's self-service portal to include:

3.2.1. Electronic building permit submittals, review, status, and results

- 3.2.2. Electronic building inspections scheduling, status, and results
- 3.2.3. Planning requests submittals, review, status, and results
- 3.2.4. Code Enforcement inspections scheduling, submittals, review, status and results
- 3.2.5. Ability for public to report concerns, tracking status, and review results
- 3.2.6. Web-based permit fee calculator and payments
- 3.2.7. Ability to utilize mobile technology for inspections and field work
- 3.2.8. Ability to integrate directly with existing ESRI GIS database
- 3.2.9. Ability to track and generate real-time performance measurements reports

3.3. City Management

- 3.3.1. Integrated and easily manageable ad-hoc report writing capability
- 3.3.2. Customizable dashboard interface to include metrics from all ERP modules to provide city management the tools necessary for making informed managerial decisions
- 3.3.3. Integrated audit trail throughout ERP system
- 3.3.4. Schedule reports to run automatically and email distribution list

3.4. Finance Department

- 3.4.1. Purchasing workflow (must enforce approval requirements)
- 3.4.2. Accounts receivable for non-Utility
- 3.4.3. Centralized cash receipting
- 3.4.4. System generated CAFR
- 3.4.5. Fixed asset tracking by employee/department
- 3.4.6. Interface with P-card system CentreSuite to record expenditures
- 3.4.7. Inventory Management for centralized purchasing
- 3.4.8. Vendor Portal for managing account information
- 3.4.9. Budgeting Tool / Budget Forecasting
- 3.4.10. Priority Based Budgeting

3.5. Human Resources Department

- 3.5.1. Applicant tracking
- 3.5.2. Electronic job posting
- 3.5.3. Integration with payroll module
- 3.5.4. Employee review tracking and notifications
- 3.5.5. Public Safety background tracking and notifications
- 3.5.6. Integration capability with benefits providers
- 3.5.7. Employee self-service portal for managing contact and benefits information
- 3.5.8. Integration with current software Acquire and Performance Pro
 - A. City is pursuing other applicant tracking software to replace Acquire; provide additional information on ability to integrate with comparable software

3.6. Parks and Recreation Department

- 3.6.1. Work order management
- 3.6.2. Asset tracking

- 3.6.3. Inventory management
- 3.6.4. Integration with current software CivicRec and ResNexus

3.7. Payroll

- 3.7.1. Electronic data upload to retirement system LAGERS
- 3.7.2. Integrated timekeeping system or ability to integrate with a timekeeping solution vendor
- 3.7.3. Multiple levels of approval required

3.8. Public Safety Department

- 3.8.1. Computer-aided dispatch / records management system or ability to integrate with CAD/RMS vendor
- 3.8.2. Bond cash receipting
- 3.8.3. Records/fingerprint cash receipting
- 3.8.4. Asset tracking and integration with ESRI GIS system
- 3.8.5. Evidence management and online reporting to be part of RMS System

3.9. Public Works Department

- 3.9.1. Fleet vehicle maintenance
- 3.9.2. Work order management for all vehicles and equipment citywide.
- 3.9.3. OPW integration for fuel management and tracking
- 3.9.4. Asset tracking and integration with ESRI GIS system
- 3.9.5. Work order management – public

3.10. Clerks Department

- 3.10.1. Contract Management
- 3.10.2. Grant Management
- 3.10.3. Records Request Management
- 3.10.4. Agenda Management

3.11. Utilities Department

- 3.11.1. Service order management from the field
- 3.11.2. Online payments for utility billing
- 3.11.3. Resident self-service for account management and payments
- 3.11.4. Tracking of landlord/tenant
- 3.11.5. Asset tracking and integration with ESRI GIS system

3.12. System Requirements – The following should be considered requirements for any system procured:

- 3.12.1. Any proposed solution shall utilize a “hosted” architecture
- 3.12.2. Any proposed “hosted” solution shall require an acceptable Service Level
- 3.12.3. Agreement “SLA” to ensure downtime is tracked and kept to an absolute minimum, including advanced notification for scheduled maintenance

- 3.12.4. System must support the highest level of current security standards and protocols
- 3.12.5. System must support both import and export capabilities and support common file types such as comma separated values files (.csv)
- 3.12.6. System must support both import and export capabilities and support common file types such as comma separated values files (.csv)

3.13. System Migration Considerations

- 3.13.1. The City's current Naviline/Central Square solution uses a DB2 database operating on an IBM iSeries AS400 server
- 3.13.2. Data conversion services shall be provided until the conversion outcome has been deemed successful by the City.
- 3.13.3. Selected vendor must outline all details of data conversion and list specific list of data to be converted

3.14. System Interface

- 3.14.1. Interfaces to the City's existing systems is critical to the project success.
- 3.14.2. Detailed information outlining how to interface with system is required
- 3.14.3. Detailed cost breakdown of interfacing with current and future systems
- 3.14.4. It is expected that the project will include an interface to the following external systems or third-party organizations:

Table 3: Interface Requirements

No.	System Name	Business Process
1	CivicRec	Recreation management
2	Citizenserve	Planning Dev, Permitting, Code Enforcement
3	Cody Systems	Police RMS/CAD
4	ESRI GIS	Enterprise Geographical Information System software used to track status of property and assets withing City limits
5	Laserfiche	Documents Management
6	Resnexus	Campground management solution
7	ESO Solution	Fire Reporting Software
8	Performance Pro	Performance Management Software
9	Acquire	Talent Acquisition Software
10	OPW Phoenix Fuel Management	Fuel Pump Management Software
11	CentreSuite	PCard System

- 3.15. 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 Contractor(s) shall develop and provide the City with the following items:

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

- 3.15.1. Objectives

- 3.15.2. Deliverables and Milestones
- 3.15.3. Project Schedule
- 3.15.4. Resource Management Processes
- 3.15.5. Scope Management Processes
- 3.15.6. Risk Management Processes
- 3.15.7. Quality Management Approach
- 3.15.8. Communication Management Approach
- 3.15.9. Organizational Change Management Approach
- 3.15.10. Status Reporting
- 3.15.11. Data Conversion Plan
- 3.15.12. Training Plan
- 3.15.13. System Interface Plan
- 3.15.14. Testing and Quality Assurance Plan
- 3.15.15. Pre- and Post-Implementation Plan
- 3.15.16. System Documentation
- 3.15.17. Risk Register

4. Proposal Information:

- 4.1 Profile / Qualifications – information including name, contact information, geographic location, size, history of completing related projects in past five (5) years on time and at or under budget, availability, etc. of firm or individual
- 4.2 Scope / Project Management Plan – general description of proposed approach, strategy, process, schedule, issues and concerns. Must provide a timeline for implementation schedule for all modules. The following information establishes the minimum level of project management documentation to be provided by Respondents as part of the resulting implementation services offered.
- 4.3 Fee – Provide pricing and implementation costs on a per module basis, including training and travel costs, if necessary
- 4.4 References – a minimum of five (5) references from existing clients that have successfully implemented the proposed software system. References shall be from customers with similar scope, have completed project implantation, and have a minimum of two years.
- 4.5 Format and Information in your firm’s proposal shall include:
 - 4.5.1 Font Style to be Arial.
 - 4.5.2 Minimum of 12-point font size.
 - 4.5.3 Portrait style formatting.
 - 4.5.4 Limit Cover Letter to one (1) page
 - 4.5.5 Title Page
 - 4.5.6 Immigration Affidavit
 - 4.5.7 Affidavit of Compliance
 - 4.5.8 Maximum of twenty (20) pages in RFP body

- 4.5.9 Include one (1) page of references with contact information from similar type projects.

To clarify: the cover letter, title page, immigration affidavit, affidavit of compliance and reference contact page are in addition to the 20 pages of the RFP body.

RFP's not meeting the above criteria (Submission Requirements - Items 4.5.1 thru 4.5.9) may not be considered.

5. **Review Process:** The following subsection outlines the intended proposal evaluation process the City has identified. 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; and/or (ix) 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.

The City intends to follow a progressive/cumulative approach to scoring based on key evaluation activities. 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:

5.1. Weighted Scale:

- 5.1.1 Profile / Qualifications – 20%
- A. Company information
 - B. Summary of background / capabilities
 - C. Experience
 - D. Synopsis of similar projects in last 5 years
 - E. History of completing projects on time / budget
 - F. Availability to complete project
- 5.1.2 Scope / Project Management – 40%
- A. General description of proposed approach, strategy, process
 - B. Project Management
 - C. Functional Requirements
 - D. Implementation and Training – detailed schedule
 - E. Service and Support
- 5.1.3 Fee Summary– 20%
- 5.1.4 Effectiveness and completeness of proposal – 10%

5.1.5 References – 10%

5.2 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. Respondents shall be available for a system demonstration to City staff on dates specified 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. Clarifications may not result in a material or substantive change to 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.

6 Award Process

6.1 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 5.1 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.

6.2 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 vendor. Demonstrations will be conducted at City offices. 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 may be presented if they fall inside 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 may elect, at its sole option, not to conduct discussions or demonstrations with respondents.

6.3 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.

6.4 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.

6.5 **Final Evaluation:** Final vendor selection will be determined by a combination of RFP scoring, demonstration scoring, site visit scoring, and information gained through demonstration and site visits, if applicable.

6.6 The City reserves the right to reject any or all Proposals or parts of Proposals, to accept part or all of Proposals based on considerations other than lowest cost, and to create a Project of lesser or greater expense than described in this RFP or the respondent's reply, based on the component prices submitted. The City reserves the right to cancel this solicitation or to change its scope if it is in the best interest of the City.

7 **RFP Procedures**

7.1 Contacts & Queries

For additional information or questions regarding this RFP contact Purchasing Agent, Ryan Hill at 417-337-8556 or email rhill@bransonmo.gov.

7.2 Amendment and Clarification Procedures

Inquiries about this RFP must be received in writing by the Purchasing Agent mentioned above.

Any questions or clarifications deemed to be of a significant nature will be answered by addenda to the RFP and will be available on the internet, and mailed to only those providers who were provided a copy in person or by mail. The City may delay the proposal receipt date if it deems necessary.

Any verbal clarifications provided by the City representatives shall not be binding on the City and shall in no way excuse the respondent from obligations as set forth in this RFP, or in any way amend the provisions of this RFP.

7.3 Modification or Withdrawal of Proposals

Any proposal may be withdrawn or modified through the City's electronic platform prior to the submittal deadline. Modifications received after the deadline will not be considered.

7.4. Proposal Schedule

The following is the proposed schedule of events for the process of acquiring a new Enterprise Resource Planning solution. The City reserves the right at its sole discretion to modify this schedule as it deems necessary.

Event	Date	Time (CST)
RFP Release	8/3/2022	3:00 pm
Proposer written questions & comments due	8/31/2022	3:00 pm
City issued addenda as needed for response	9/6/2022	3:00 pm
Proposal Due Date / Opening of Sealed Proposals	9/13/2022	3:00 pm

8. **Termination of Contract:** Termination for breach. Failure of the Service Provider to fulfill

Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in the Scope of Work shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

STATE OF _____)
) ss
 COUNTY OF _____)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or
- (b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the President of _____ (hereinafter “Contractor”), whose business address is _____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally

acquainted with the facts stated herein.

- 3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and _____:

- 4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 5. Attached hereto is documentation affirming Contractor’s enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

[printed name], Affiant

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public
State of Missouri

My Commission Expires:
Commissioned in _____ County
Commission # _____

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- 1. A valid, completed copy of the first page identifying the Contractor; and
- 2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

CONTRACT AWARD

1. This Request for Proposal does not commit the City of Branson to award a contract, pay any costs incurred in preparation for travel to Branson to present a proposal to this request, or to procure or contract for services.
2. The City reserves the right to reject any or all proposals and to waive any minor informality or irregularity in an offeror’s response if deemed in the best interests of the City.
3. All proposals submitted in response to this Request for Proposal become the property of the City of Branson. The City of Branson reserves the right to accept or reject any or all proposals received or to cancel this Request for Proposal in part or in its entirety. After proposals are reviewed, the City will select the proposal in the best interest of the City.
4. Please note that once the bid is awarded, a contract will be delivered through an electronic platform to the contact person for execution of contract provided in the bid documents.

The above information is hereby provided in accordance with the terms and conditions of this Request for Bid.

SIGNATURE AND IDENTITY OF BIDDER: The undersigned states that the correct **LEGAL NAME** and **ADDRESS** of (1) the individual bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the bidder or bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a (check one):

- () sole individual () partnership () joint venture
- () corporation, incorporated under laws of State of Missouri

Respectfully submitted,
Signed _____ Title _____ Date _____

CONTACT PERSON FOR BID:

Printed Name _____
Email _____ Phone (_____) _____
Address _____

Check box if same as above:

CONTACT PERSON FOR EXECUTION OF CONTRACT:

Printed Name _____
Email _____ Phone (_____) _____
Address _____

