Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes

October 12, 2020
3:30 p.m.

Members Present: Tim Isbel (Committee Chair), Steve Mead, Phil Yager, Catherine Denenberg and Denver Waddell.

Meeting Venue was at the Courthouse and via a GoToMeeting pursuant to Resolution 20-04-812.

A. Contracts Approved by Law Director

1. **iWorQ Systems, Office of the Mayor, Contract #21-0033** – Two-year contract lease for facilities and fleet management tracking software. Cost is $5,500 per year.

2. **Robert G. Campbell, Office of the Mayor, Contract #21--0035** - Engineering services for Waterline Extensions. Contract will be in place until project completion.

Commissioner Mead made a motion to approve as a group and to forward to County Commission with a recommendation for approval. Commissioner Denenberg seconded the motion. Motion passed unanimously by roll call vote.

B. Contracts Pending Law Director Approval

1. **eGov, Office of the Trustee, Contract #21-0037** – Three-year contract for bookkeeping software that processes and tracks bills and payments. Cost is $25,843 per year. Piggy-backing off a Washing County contract.

Commissioner Denenberg made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Mead seconded the motion with the stipulation that final contract approval is contingent upon Law Director approval. Motion passed unanimously by roll call vote.

C. Other Business

1. Request to Surplus Capital Asset

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
Printronix Floor Cabinet Printer	Finance	Like New Condition	200

Commissioner Mead made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Denenberg seconded the motion. Motion passed unanimously by roll call vote.

D. New Business

1. Request to transfer Copier Lease (Contract #20-0136) from the County Clerk to the Trustee

Commissioner Denenberg made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Mead seconded the motion. Motion passed unanimously by roll call vote.

2. Old Business

21-0033

Service Agreement for
Anderson County, TN

iWorQ

Community Development & Public Works Software

Table of Contents iWorQ
Pricing Proposal

iWor.

iWorQ

Executive Summary

Thank you for your interest in iWorQ Systems! We have been providing government software solutions since 2001 and serve more than 1,500 customers throughout the United States and Canada. We lead the industry in delivering hosted web-based solutions and were the first vendor in this market to provide a fully web-based system.

Since cities and counties often have limited capital budgets, we lease our applications so that our clients are not confronted with large capital investments and our annual support and maintenance fees do not increase year to year. We have found that this model allows agencies to plan for growth in a cost-conscious way.

To access our applications all you need is an internet connection and your choice of device including desktops, laptops, smartphones (iPhone, Android) and tablet devices (iPad, Galaxy, etc.) The system's graphical user interface, including all screens and dashboards, is natively touch screen enabled allowing your staff the flexibility to determine which device to utilize inside the office or in the field.

We are confident in providing a solution that can improve your internal communication as well as increase your responsiveness to your citizens and customers while reducing the time and effort from your staff. We also provide additional access through our Citizen Engagement mobile app and web portal for internal staff and citizens.

Thank you again for considering iWorQ, we will follow up with you to review any questions you may have about this proposal and the next steps in our consultative sales process.

Best Regards,

Adam Laing
Vice President

Sole-Source Contract

iWorQ software is a uniquely designed platform that enables our customers the ability to easily configure and add data (numeric, lookup, text, and date fields) on the fly, which requires zero technical understanding or background to perform. In addition to being able to add new fields, iWorQ's integrated report builder automatically makes available all newly created fields for immediate tracking and reporting without any coding or SQL scripting allowing you to create ad-hoc or saved reports. The ease of steps and manner in which iWorQ enables its customers to manage this process without knowing any proprietary programming or database languages is unlike any other platform in this market and therefore, iWorQ can provide its solutions and services through a sole source contract. In addition, iWorQ is the only vendor/supplier/distributor/provider of our unique software platform.

Application Description

iWorQ software solutions and professional services together provide a seamless fit for Anderson County software project. Having implemented over 1,300 customer agencies and configuring a unique fit for each one provides our team the experience and background required to ensure a successful implementation for your city.

iWorQ's browser-based software is an off-the-shelf system which requires no custom modifications to the code, only configuration of the application which requires no coding. We can scale and configure as much as needed for each implementation in order to meet your project goals. The system will provide your workers access in the field and in the office, assuring your staff will be efficient and have all the data necessary to run a paperless system. iWorQ's hosted solution provides a smooth transition from your current database and paper driven systems, because much of the complexity of setting up the server hardware and networking environment is not required, which helps save time, money, and resources.

Since iWorQ's applications are configurable, we are able to provide a familiar and intuitive system that easy to use and understand. For example, when a user logs in, their screen contains only the fields on their dashboard that are pertinent to them, which makes the training process resonate with each of the end users. iWorQ implementers will consult with each department during the set-up process to configure the applications in order to meet the unique needs of each of your departments.

Project Initiation and Management

Throughout the history of our company, iWorQ's success with adding and maintaining customers can be accredited to our carefully structured methodology and approach with each implementation. Our phased project methodology allows regular checkpoints and frequent opportunities to ensure that all of our team members are in sync. During the planning phase, our project teams meet to analyze how each department operates today, and how you would like your new system to work going forward.

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Based on our discussions, we create a project plan, agree on major milestones, and set a project schedule. The project plan will also address communications, managing risk and change management.

Throughout the project, iWorQ will hold regular status meetings in which both teams report on progress, tasks, and timelines, as agreed upon during the planning phase and outlined in the project plan. The iWorQ project manager acts as your main point of contact during the project and works with your staff to ensure that adequate communication takes place, guaranteeing that the project moves along smoothly.

iWorQ has standard documentation to record decisions made during the project. These documents list tasks, person responsibilities, and target dates, etc.

Developing Specific Deliverables for Your Project

The iWorQ team works with your subject matter experts (that you assign) during the initiating and planning phases to determine what deliverables to build for your solution (e.g., reports, documents, templates, and dashboards etc.). After we create a deliverable, we test it to ensure it meets your specifications and then pass it to your project team for user acceptance.

Figure 1.1
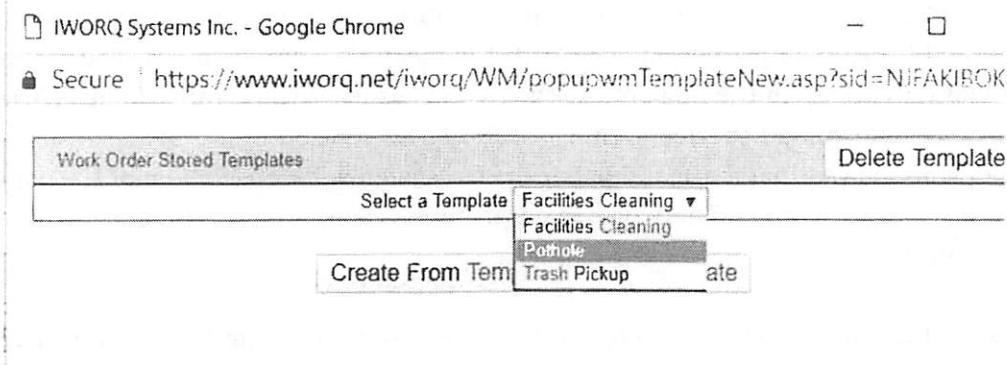
The above image shows how easy it is to automate a work order or inspection template.

Figure 1.2

Assigned Employees ❷				❷ Update Employees
Employee	Hours	Multiplier	Rate	Total
✕ Mike Smtih	0	1	25.00	$0 00
✕ Scott Jardine	0	1	15.00	$0 00
				Cost: $0.00

Assigned Equipment ❷				❷ Update Equipment
Equipment	Amount	Units	Rate	Total
✕ Front Loader	0	Hours	25	$0 00
				Cost: $0.00

Assigned Material ❷				❷ Update Material
Material	Amount	Units	Rate	Total
✕ Asphalt	0	TON	66	$0 00
				Cost: $0.00
				Total Cost: $0.00

This image shows the result of selecting a work order template, which can be tied to an asset and automatically provide specified equipment, procedures, material, and employee information making it easy and quick to create standard work orders with just a few clicks of the mouse.

Figure 1.3

WORK ORDER INFORMATION

Employee ❯

	Name	Amount	Units	Rate	Multiplier	Total
🗑	Billy Madison	5.00	Hours	16.75	1.00	83.75
🗑	Michael Smith	5.00	Hours	26.30	1.00	131.50

UPDATE EMPLOYEE   Total 215.25

The screenshot shows iWorQ's Mobile HTML 5 Interface making access in the field easy to use, which includes the ability to easily track labor, materials, inventory, and equipment from any cellular or wifi enabled device.

Implementation Phases

Your project is configured through a four-phased approach that includes Initiation, Planning, Executing, and Closing phases. Throughout these phases, iWorQ bears the bulk of the project risk. We provide as much training and services as you need to be successful throughout the project.

This section discusses:

- *Initiation Phase*
- *Planning Phase*
- *Executing Phase*
- *Closing Phase*

Initiation Phase

During this phase, we install your software in our secure, hosted (SaaS) data center utilizing Amazon Web Services (AWS). During this phase, you should determine what staff members will assist with the project. We ask you to complete initial worksheets that allow us to import data into iWorQ dropdown fields. These worksheets are system-agnostic, and do not require that you understand iWorQ data structures to complete this phase.

Planning Phase

During the Planning phase, the iWorQ project team works with your team to define how processes work today and how you would like your new system to operate going forward. As part of this, your team should analyze the reports and documents you currently have to determine which ones you need to have in iWorQ. Based on our discussions, we create a project plan that includes project timelines, goals, priorities, and responsibilities. Our project team will work with you to set a clear project plan with detailed requirements. Both project teams follow this plan during the executing phase.

Executing Phase

During the Executing phase, we train your project team and together configure the solution. Concurrent with your system configuration, our data integration team will work with you to build data interfaces and migrate data if they are part of the project scope. After our teams complete these tasks, we train your staff members.

Your success is our highest priority. While each of our training phases has a specific plan, we provide additional or repeat trainings at no additional cost if necessary for a successful implementation. As a customer, we will provide additional training anytime it is desired for no additional cost. The time completion of project phases is often dependent upon your go-live goals and staff availability.

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Go Live

After the configuration, iWorQ will train each of your staff members. During our training, attendees learn by doing actual data entry. They should come to the training with any materials they regularly use to enter cases (e.g., a stack of file folders that need to be entered). Instructors will provide the training online. Instructors provide personal assistance to attendees, answer specific questions, and personalize teaching styles to meet the needs of individual attendees.

Closing Phase

During the closing phase, your iWorQ project team continues to work with you to answer any questions and resolve any configuration questions. We hold a project closure meeting to ensure a smooth transition from our project team to our IWorQ customer support team, who will support you going forward and as long as you are a customer.

Training

Your administrator and other individuals you designate receive training that cover iWorQ's key functionalities.

Our training involves guiding staff to use iWorQ to complete actual work tasks. Instructors provide personal assistance to attendees, answer specific questions, model examples and exercises, and personalize teaching styles to individual attendees. This informal style helps your staff relax and feel comfortable asking and responding to questions.

These trainings are described in further detail below:

Administrator Training: Administrator training teaches your iWorQ administrator(s) how to manage iWorQ going forward. This training covers items such as setting up code tables (options in drop-down lists); security rules; and iWorQ tools.

Configuration: During the configuration phase, your administrators make many decisions about configuring iWorQ to make your office its most efficient. During Configuration Training, iWorQ's project team helps trainees understand approaches, methodologies, and best practices for making these decisions and recognizing the ramifications of the decisions they make.

Go-Live Training: Prior to Go-Live, every user on the system will receive training pertinent to their role type on the system. We provide unlimited training during implementation and after Go-Live via conference calls, webinars, or online screen share and we offer an annual, national users' conference to learn new and advanced skills.

iWorQ

Anderson County	Quote creation: 9/14/2020
100 N Main St, Clinton, TN, USA	Prepared by: John Hansen and Adam Laing

1. QUOTE

Anderson County - hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ" headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below: Population: 75,129

Public Works Applications and Services	Package Price	Billing
Facilities Management Package Includes: *Facilities Asset Management *Work Management -Available on any computer, tablet, or mobile device -Track assets such as HVAC, plumbing, electrical, elevators, etc. -Work orders for employee cost, inventory, and purchase orders -Track inventory, parts, material -Maintenance schedules, work order scheduling, and templates -Inventory management -Configurable dashboard, fields, and reports	~~$4,500~~ $2,750	Annual
Fleet Management -Available on any computer, tablet, or mobile device using Chrome browser -Fuel log tracking and uploads -Work orders for employee cost, inventory, and purchase orders -Manage maintenance schedules -Inventory management -Configurable dashboard, fields, and reports	~~$4,500~~ $2,750	Annual
ANNUAL TOTAL	~~$9,000~~ $5,500	

| Setup, training, and system configuration | ~~$6,000~~
Included | Once |

| Grand total due | ~~$15,000~~
$5,500 | |

1.1.Notes

1- Invoices for amount due will be sent out 2 weeks after signature. Terms of the invoicing is Net 30 days. If customer elects to pay for the total 2-year initial term upfront, iWorQ will provide an initial invoice for Year 1 and 2 in the amount of $11,000.

2- This quote is provided at the customer's request and is good through September 16, 2020.

3- This quote cannot be disclosed or used to compete with other companies.

4- Pricing is based on population and number of applications. Removing any items from this quote may require application prices to be updated

2. ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of the Public Works solution. These can be added to the customer's annual cost, upon request.

iWorQ Citizen Engagement - Drive citizen satisfaction, streamline communication between citizens and city/county leadership, and reduce overhead costs with a self-service public portal and a mobile application for Android and iOS.	Price based on Population	Annual
iWorQ Stormwater Package – Manage a MS4 system with work order tracking, SWPP permit management, maintenance history, and stormwater asset tracking.	Price based on Population	Annual
Asset Management – price based on population and assets to be tracked	Quote required	Annual
Onsite Backup – iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer.	$500	Annual
Premium Data Package - 25 MB file upload size and 100 GB total storage.	$1000	Annual
Additional letters/forms	Quote Required	Annual

Additional services are subject to setup fees which are 2/3 of the annual cost.

3. GUIDELINES

3.1 Getting started

iWorQ will assign an account manager to your account to begin the setup and training process upon contract signature.

Send the signed service agreement to iWorQ Systems:
Email: sales@iworq.com

Mailing address:
PO Box 3784
Logan, UT 84323

Physical address:
1125 W. 400. N. Suite 102
Logan, UT 84321

3.2 Billing information

iWorQ will invoice Customers on an annual basis. Customers reserves the right to cancel service at any time after the initial 2-year term, by providing iWorQ a 30-day written notice.

3.3 Data conversion

As part of the project set up, iWorQ provides a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ provides contact information and an upload site were the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.

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4. SERVICES and SUPPORT

4.1 Data ownership

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement.

4.2 FREE training

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

4.3 FREE updates

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.

4.4 FREE support

Customer support and training are FREE and available from 6:00 A.M. to 5:00 p.m. Mountain Standard Time.

4.5 FREE data back up

iWorQ does back-ups twice weekly and offsite once weekly.

4.6 Proprietary letters/forms

Letters and forms, including permits, certificates, or other documents must be owned by the customer and have a clear copyright.

4.7 Data upload and storage limits

Standard data plan includes uploads of up to 3 MB per file and 10 GB total storage. iWorQ offers a premium data plan available for an additional annual cost.

4.8 Software Terms and Limitations

The iWorQ Software is the proprietary information and a trade secret of iWorQ, Systems Inc. and this agreement grants no title or rights of ownership with the software. The software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws. Customer shall not permit any user or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the iWorQ Software, (b) make alterations to or modify the Software, (c) grant sublicenses, leases or other rights, or (d) permit any party access to the Licensed Software for purposes of programming against it.

5. SET-UP & BILLING INFORMATION

Please fill out all fields to ensure our team can reach the implementation & billing contacts

5.1 Public Works Implementation Contacts

Primary Contact_____ Title _____

Phone _____ Cell _____

Email _____

Additional Contact(s)_____ Title _____

Phone _____ Cell _____

Email _____

5.2 Billing information

Billing Contact _____ Phone _____Cell _____

Email _____ Prefer to receive invoice by email?   Yes ☐ No ☐

Billing Address_____

City _____ State _____ Zip _____
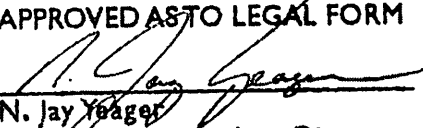
PO# _____ (if required)   Tax exempt ID# _____

6. SIGNATURE

Signature of this Agreement is based on the understanding and acknowledgement of the terms and conditions stated within this Service Agreement.

_____   _____   _____
      (Phone)   (Mobile)   (Email)

_____   _____   _____
    (Signature)   (Print Name & Title)   (Date)

APPROVED AS TO LEGAL FORM

N. Jay Yeager
Anderson County Law Director

ORIGINAL

21-0035

B-7

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of <u>September</u> ,20 <u>20</u>

between <u>Anderson County</u>

_____ (OWNER) and

<u>Robert G. Campbell & Associates, L.P.</u>

_____ (ENGINEER).

OWNER intends to construct a <u>2020 CDBG Anderson County Water Line Extension</u> <u>project as identified in the Preliminary Engineering Report by Robert G. Campbell &</u> <u>Associates, L.P dated January 14, 2020. RGC Project No. 18706. The project includes</u> <u>water lines on Buchanan Lane, Savage Garden Road, Foust Lane, Collins Gap Road,</u> <u>Judson Road, and Hinds Creek Road.</u>

_____

_____ (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative of the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2. Study and Report Phase

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.3 and assist OWNER in obtaining such data and services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analysis of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting

forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs."

1.2.7. Furnish five copies of the Study and Report documents and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Study and Report Phase are amended and supplemented as indicated in paragraph 2 of Exhibit A "Further Descriptions of Basic Engineering Services and Related Matters."

1.3. Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish five copies of the above Preliminary Design documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters."

1.4. Final Design Phase

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total

Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute).

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheet prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.4.5. Furnish five copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters."

1.5. Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those

portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contacts is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in paragraph 5 of Exhibit A "Further Description of Basic Engineering Services and Related Matters."

1.6. Construction Phase

During the Construction Phase:

1.6.1. *General Administration of Construction Contract.* ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1983 edition) of the Engineers Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided in paragraph 6 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.6.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit B "Duties, Responsibilities and Limitation of Authority of Resident Project Representative."

1.6.2.3. The purpose of ENGINEER's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3. *Defective Work.* During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4. *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5. *Shop Drawings.* ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques,

sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.6. *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7. *Inspections and Tests.* ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.6.8. *Disputes between OWNER and Contractor.* ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.9. *Applications for Payment.* Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.6.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payment will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.6.10. *Contractor(s)' Completion Documents.* ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.6.11. *Inspections.* ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so the ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1. thru 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

1.7. Operational Phase

During the Operational Phase, ENGINEER shall, when requested by OWNER:

1.7.1. Provide assistance in the closing of any financial or related transaction for the Project.

1.7.2. Provide assistance in connection with the refining and adjusting of any equipment or system.

1.7.3. Assist OWNER in training OWNER's staff to operate and maintain the Project.

1.7.4. Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

1.7.5. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

1.7.6. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning corrections of such deficiencies, and make recommendations as to replacement or correction of defective work.

The duties and responsibilities of ENGINEER during the Operational Phase are amended and supplemented as indicated in paragraph 7 of Exhibit A "Further Description of Basic Engineering Services and Related Matters."

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultant for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. If ENGINEER's compensation is on the basis of a lump sum or percentage of Construction Cost or cost-plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.9. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

2.1.11. Providing any type of property surveys or related engineering services needed for the transfer of interest in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).

2.1.14. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A "Further Description of Basic Engineering Services and Related Matters".) These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitation; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), the following:

3.4.1. data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property boundary, easement, right-of-way, topographic and utility surveys;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restriction; and

3.4.7. other special data or consultations not covered in Section 2;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction (except to the extent provided •otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulations, ordinance, code or order applicable to their furnishing and performing the work.

3.10. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties,

responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive and other costs of the types referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct ENGINEER to provide, Additional services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIODS OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If in Exhibit A "Further Description of Basic Engineering Services and Related Matters" specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within the stipulated period indicated in paragraph 2 of

Exhibit A "Further Description of Basic Engineering Services and Related Matters" after written authorization to proceed with that phase of services which will be given by OWNER within thirty days after ENGINEER has signed this Agreement.

4.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the stipulated period indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters."

4.4. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the stipulated period indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters."

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services called for in paragraph 6.2.2.5).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be

rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8. The Operational Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials and equipment on which substantial completion is achieved.

4.9. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

4.10. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 90 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.11. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.

4.12. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases, in order to sequence and coordinate properly such services as are applicable to the work under such separate contract. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in Exhibit A "Further Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4 through 4.10 inclusive, will be modified accordingly.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER

5.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Further Description of Basic Engineering Services and Related Matters") as follows:

5.1.1.1. *One Prime Contract.* If only one prime contract is awarded for construction, materials and equipment for the Project, a lump sum fee of $47,814.00 for all Basic Services (except services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1 and Operational Phase services furnished under paragraph 1.7).

5.1.1.2. *Several Prime Contracts.* If more than one but less than 2 separate contracts are awarded for construction, materials and equipment for the Project, a lump sum fee of $ 47,814.00 for all Basic Services (except services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1 and Operational Phase services furnished under paragraph 1.7).

5.1.1.3. *Resident Project Services.* For services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1, on the basis of the fixed hourly rates per Attachment N/A the total of which shall not exceed $N/A for services rendered by principals and employees assigned to resident Project representation.

5.1.1.4. *Operational Phase Services.* For Operational Phase services furnished under paragraph 1.7, on the basis of the fixed hourly rates per Attachment _____ the total of which shall not exceed $ N/A for services rendered by principals and employees engaged directly on the Project.

5.1.2. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13), on the basis of the fixed hourly rates per Attachment 1 the total of which shall not exceed $4,000.00**

5.1.2.2. *Professional Associates and Consultants.* For services and Reimbursable expenses of independent professional associates and consultants employed by ENGINEER to render

Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefore times a factor of 1.1

5.1.2.3. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of $1,500.00 per day or any portion thereof (but compensation for the time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.1.3. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Salary Costs" and "reimbursable Expenses" have the meanings assigned to them in paragraph 5.4.

5.2. Times of Payments.

ENGINEER shall submit monthly statements for Basic and Additional services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payment.

5.3.1. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of the fixed hourly rates per Attachment 1 the total of which shall not exceed $ 43,000.00 for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic services, and paid for all unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination.

5.3.2. Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will

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*TDEC Review Fees shall be paid by the County and are estimated to be $1,700.00.
**Additional Services shall be for preparation of a Stormwater Pollution Prevention Plan for $4,000.00.

be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

5.4. Definitions

5.4.1. The Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits. For the purposes of this Agreement, the principals of ENGINEER and their current hourly Salary Costs are:

The hourly Salary Costs of principals of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.

The amount of customary and statutory benefits of all other personnel of ENGINEER will be considered equal to 145 % of salaries and wages, subject to equitable adjustment to reflect changes in ENGINEER's overall compensation procedures and practices.

5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of- way, or compensation for or

damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

6.2. Opinions of Cost.

6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1. The acceptance by OWNER at any time during the Basic Services of the revised opinion of probable Total Project or Construction Costs in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2. Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3. ENGINEER will be permitted to determine what types of materials, equipment and component systems are to be included in the Drawings and Specifications and to make reasonable adjustments in the general scope, extent and character of the Project to bring it within the cost limit.

6.2.2.4. If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of

completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5. If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), ENGINEER shall modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER, ENGINEER's cost of such services, all overhead expenses reasonably related thereto and Reimbursable Expenses, but without profit to ENGINEER on account of such services. The providing of such service will be the limit of ENGINEER's responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for services in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost.

SECTION 7 - GENERAL CONSIDERATION

7.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to

further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3. Insurance.

7.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

7.4. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

7.5. Successors and Assigns.

7.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.6. Arbitration.

No Arbitration

7.6.1. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the

No ARBITRATION
NOW

Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in paragraphs 7.6.3 and 7.6.4 below. This Agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 7.6 will be specifically enforceable under the prevailing law of any court having jurisdiction.

7.6.2. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.6.3. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than $200,000 (exclusive of interest and costs) and the arbitrators will not have jurisdiction, power or authority to render a monetary award in response thereto against any party which totals more than $200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount of controversy of any such claim, counterclaim, dispute or matter is more than $200,000 (exclusive of interest and costs).

7.6.4. No arbitration arising out of or relating to, this Agreement may include, by consolidation, joined or in any other manner, any person or entity who is not a party to this Agreement.

7.6.5. By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs 7.6.3 and 7.6.4 may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will

No ARBITRATION NOW

constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent or in which the sum or value in controversy exceeds $200,000 (exclusive of interest and costs) or which is with any party not specifically described therein.

7.6.6. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. EE10.11).

SECTION 8 -   SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1. This Agreement is subject to the following special provisions.

8.1.1.   CDBG   Exhibit   B-8   "CONTRACT   FOR PROFESSIONAL SERVICES PART II - TERMS AND CONDITIONS" must be added at this point.

8.2. The following Exhibits are attached to and made a part of this Agreement.

8.2.1.   Exhibit   A   "Further   Description   of   Basic Engineering Services and Related Matters" consisting of N/A pages.

8.2.2. Exhibit B "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" consisting of N/A pages.

8.2.3.

Appendix 1- Hourly Rates

8.3. This Agreement (consisting of pages 1 to 18 inclusive) together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

21-0035

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
Anderson County

_____
Anderson County Mayor

Address for giving notices:

Anderson County Courthouse
100 North Main Street
Clinton, TN 37716

ENGINEER:
Robert G. Campbell & Associates, L.P.

_____
President

Address for giving notices:

7523 Taggart Lane
Knoxville, TN 37938

_____
Anderson County Purchasing Agent

_____
Anderson County Attorney

CONTRACT FOR PROFESSIONAL SERVICES
PART II - TERMS AND CONDITIONS

SECTION 1   TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the TOWN shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall, at the option of the TOWN, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the Contract by the CONSULTANT, and the TOWN may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the TOWN from the CONSULTANT is determined.

SECTION 2   TERMINATION FOR CONVENIENCE OF THE TOWN

The TOWN may terminate this Contract at any time by giving at least ten (10) days notice in writing to the CONSULTANT.   If the Contract is terminated by the TOWN as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date.   If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

SECTION 3   CHANGES

The TOWN may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder.   Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the TOWN and the CONSULTANT, shall be incorporated in written amendments to this Contract.

SECTION 4   PERSONNEL

(a)   The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract.   Such personnel shall not be employees of or have any contractual relationship with the TOWN.

(b)   All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

(c)   None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the TOWN.   Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

SECTION 5   ASSIGNABILITY

The CONSULTANT shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the TOWN thereof: Provided, however, that claims for money by the CONSULTANT from the TOWN under this Contract may be assigned to a bank, trust company, or other financial institution without such approval.   Written notice of any such assignment or transfer shall be furnished promptly to the TOWN.

SECTION 6   REPORTS AND INFORMATION

The CONSULTANT, at such times and in such forms as the TOWN may require, shall furnish the TOWN such periodic reports as it may request pertaining to the work or services undertaken pursuant to the Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

SECTION 7   RECORDS AND AUDITS

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the TOWN to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the TOWN or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the TOWN.

SECTION 8   FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the TOWN.

SECTION 9   COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

SECTION 10   COMPLIANCE WITH LOCAL LAWS

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the State and local governments, and the CONSULTANT shall save the TOWN harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

SECTION 11   EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the CONSULTANT agrees as follows:

(a)   The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin.   The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin.   Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.   The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the TOWN setting forth the provisions of this non-discrimination clause.

(b)   The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

(c)   The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(d)   The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor.

(e)   The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the TOWN and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the TOWN may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the TOWN, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 12   CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

SECTION 13   SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

(a) No persons in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

SECTION 14   "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

(a) The work to be performed under this Contract is on a project assisted under the State CDBG program which provides federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns.   Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

SECTION 15   INTEREST OF MEMBERS OF A TOWN

No member of the governing body of the TOWN and no other officer, employee, or agent of the TOWN who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

SECTION 16   INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

SECTION 17   INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.   The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

This is **Appendix 1, Engineer's Standard Hourly Rates,** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated [   ].

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

RGC&A Rate Sheet Job Description	Hourly Rate
Principal	$ 180
Senior Roadway Design Engineer	$ 130
Senior Site Design Engineer	$ 110
Senior Utility Engineer	$ 120
Survey Manager	$ 90
Construction Service Manger	$ 110
Design Engineer - PE	$ 90
Design Engineer - FE	$ 75
Roadway CAD Tech	$ 100
Site/Utility CAD Tech	$ 70
Survey CAD Tech	$ 70
Two Person Survey Crew	$ 115
Three Person Survey Crew	$ 150
Resident Inspection	$ 80
Administrative	$ 50
GPS Survey Equipment	$ 40
LIDAR Survey Equipment	$ 100

TENNESSEE TRUSTEE SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (**"Agreement'"**) is entered into as of July 1st, 2020 (the **'Effective Date")** by and between eGovernment Solutions , LLC. with a principal place of business at 129 S Gay Street, Suite 2, Knoxville, TN 37902 (**"'eGov"**) and Anderson County. with a principal place of business at 100 North Main Street Room 203 Clinton , TN 37716 (**"Client'**).

A. eGov was awarded a contract with Washington County, TN (Exhibit 1) from Washington County Request for Proposal GF-0090 (Exhibit 2) to offer software service s and solutions. including without limitation the services set forth on the attached **Schedule A** (collectively, the **"Services").** Client is authorized by Tennessee State Code Annotated to piggyback off of contracts established by competitive bid by other governmental entities.

B. eGov is willing to provide the Services to Client in accordance with this Agreement.

Therefore, in consideration of the mutual promises provided in this Agreement, and for other good and valuable consideration, the parties agree as follows:

1. **Provision of Services**

    1.1. **Services.** Subject to the terms and conditions of this Agreement and Client' s payment of all applicable fees, eGov will provide Client with access to the Services. and eGov grants to Client during the term of this Agreement a limited, revocable, non- transferrable, non-sublicensable, non-exclusive license to use the Services , solely for Client' s internal business use and solely in accordance with the usage policies, specifications, and/or other documentation made available by eGov from time to time.

    1.2. **Implementation and Training.** If so indicated on **Schedule A,** eGov will provide implementation services, which may include set-up, user administrative configuration, location mappi11g, profile calibration, training. and/or post-set-up support. If the implementation services include training of Client personnel on the use of the Services, eGov will conduct the training at a location and on a schedule as set forth on **Schedule A** or as the parties may otherwise agree. Training will be conducted in English. Client will be responsible for expenses (including travel expenses) incurred by eGov with respect to training Client's personnel. Client will fully cooperate with eGov by providing eGov in a timely manner with data and other materials required by eGov for implementation purposes. Client will make reasonable efforts to assign contacts that will be responsive to eGov regarding timely responses to eGov's requests. Client will continue to cooperate with eGov after the initial implementation and throughout the term of tJ1is Agreement by timely providing the data and materials required for the operation of the Services, as reasonably requested by eGov.

    1.3. **Support Services.** During the term of this Agreement. eGov will provide support services, which may include responding to inquiries from Client regarding reported errors and performance issues, and diagnosing and attempting to resolve same, responding to other inquiries from Client concerning the functionality and operation of the Services, and meeting the service level standards of availability and response time set forth in this Agreement. Additional support terms are set forth on the attached **Schedule B.**

    1.4. **Updates.** eGov may from time to time provide updates to the Services (such as maintenance updates and error corrections) at no additional charge. with or without notice to Client. These updates and releases may include, without limitation. additional features. removal of existing features. functionality modifications. security updates. modification s necessary to cause the Services to comply with applicable laws and rules. eGov may determine in its sole discretion the characterization of a release as a maintenance update or error correction (which will be provided without charge), or as a new or optional service for which additional fees may apply. The specifications. features. functionality. and documentation of the Services. and the support. maintenance, or other services made available by eGov in connection with the Services. may be determined or modified by eGov in its sole discretion.

1.5. **Public Access.** The Services include features that allow members of the public to interact with Client, such as to submit payment or information to Client via the Services. The public's use of the Services will be subject to separate terms and conditions and privacy policies made available on the websites associated with the Services accessible to the public.

2. **Fees.** The fees for the Services are as set forth on the attached **Schedule C**, and unless otherwise provided shall be paid within thirty (30) days of invoice. All payments shall be made in U.S. dollars. Unless otherwise provided in this Agreement, all fees paid under this Agreement are non-refundable and non-cancellable, and all amounts payable to eGov under this Agreement shall be paid by Client in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason. Any amount not paid when due will accrue interest at two percent (2%) per year or the maximum rate permitted by law, whichever is less, from the date due until paid. In addition to any other remedy provided in this Agreement, eGov may temporarily suspend the Services for any overdue payments until all such amounts have been paid. eGov may increase fees upon each renewal of this Agreement up to 10% above the previous subscription term, provided that eGov shall provide at least forty-five (45) days' notice of any price increases. All fees indicated are exclusive of taxes, and Client agrees that it will be responsible for, and will indemnify and hold eGov harmless from, payment of all applicable truces, including without limitation sales and use taxes, value-added truces, import duties, customs fees, and other taxes, excluding truces based on eGov's income.

3. **Intellectual Property**

3.1. **Client Data.** Client retains all ownership of the data and information it submits to eGov through the Services or for use with the Services ("**Client Data**"). Client is solely responsible for the Client Data and Client represents and warrants that it has sufficient rights to provide such Client Data and that the Client Data and eGov's use thereof in connection with the Services will not infringe or violate any third party's rights or any applicable law or regulation. Client grants to eGov a non-exclusive, royalty-free right and license to use, access, and process the Company Data solely to perform the Services in accordance with this Agreement. Reports, analysis, and other materials delivered to Client under this Agreement that are uniquely generated and expressly created by eGov for Client using Client Data as part of the Services shall be included in Client Data and shall be owned exclusively by Client.

3.2. **eGov IP.** All right, title, and interest to the Services, and all copyrights, trademarks, patent rights, trade secrets, and other proprietary rights therein, shall be owned by eGov and/or its licensors and suppliers. All rights not expressly granted herein are expressly reserved by eGov and all uses accrue to the benefit of eGov. All improvements and modifications to the Services or any part thereof (whether made by eGov, Client, or any third party acting on their behalf) shall be and remain the sole and exclusive property of eGov, and Client agrees to promptly assign, or have promptly assigned all rights, title, and interest it may have in such improvements or modifications. Modifications made or additional features added in response to a special request by Client shall become an integral part of the Services and licensed to Client as part of the Services, in accordance with Section 1 above.

3.3. **Third-Party Services.** Client acknowledges that the Services may contain or utilize certain services, components, software, content, or other materials which originated with or are owned or controlled by third party vendors ("**Third-Party Services**"). Third-Party Services are proprietary and are owned and controlled by their respective owners. Client's use of Third-Party Services may be subject to and governed by the applicable third-party service provider's terms of use or license agreements and Client agrees to abide by such terms or agreements with respect to such Third-Party Services. Client understands and agrees that eGov may process the Client Data through the use of Third-Party Services and therefore may share the

Client Data with its service providers as necessary for such purposes. eGov is not responsible for any Third-Party Services and shall have no liability for any errors or losses attributable to Third-Party Services.

3.4. Restrictions. Client shall only use the Services in accordance with the documentation and user guides provided by eGov in connection with the Services, and in a manner that complies with all applicable laws and regulations. Client shall not: (a) rent, lease, sublicense, distribute, transfer, or timeshare the Services or any portion thereof; (b) allow anyone other than its authorized users to use or have access to the Services; (c) modify, adapt, alter, translate, or create derivative works of the Services or any portion thereof; (d) use the Services as a component of or a basis for a product or service to be provided to persons outside of the organization (such as to provide any consulting or other service to a third party); (e) remove, delete, modify, or obscure any copyright or proprietary rights notice on the Services, or rebrand the Services by displaying it in a manner that suggests that a party other than eGov is the originator of the Services; (f) use the Services for any purpose outside of the permitted scope of use; or (g) reverse engineer the Services (except and only to the limited extent that the right to engage in such activities cannot be divested under applicable law) or circumvent or disable any technological or security measures of the Services or the websites through which the Services are provided.

3.5. Feedback. eGov shall be free to use suggestions, ideas or other feedback provided to it about the Services in any manner and for any reason (including to incorporate same into future versions of the Services), with no obligation of confidentiality or compensation and without restriction of any kind. In addition, nothing in this Agreement shall prevent eGov or its personnel from using general ideas, concepts, know-how, or techniques acquired in the process of providing the Services to Client, or knowledge incidentally retained in the unaided memories of eGov personnel. Notwithstanding any other provision of this Agreement, eGov may collect, retain, and use aggregate statistical data of users use of the Services for development purposes, to improve the Services, and for other analytic and business purposes, provided that such data will be in aggregate form only and will not identify Client or users of the Services.

4. Data Protection

4.1. User Accounts and Passwords. Client will be assigned, or will be asked to create, profiles for its authorized users. Users will be required to present a password or other credential before being granted access to the Services. Client is solely responsible for maintaining all necessary security and control of all user names, passwords, or any other credentials issued to or used by Client or its authorized users in connection with the Services, and Client will ensure that only authorized users are able to access the Services. Other than as specifically provided in this Agreement, Client may not provide such credentials to any third party, and Client shall ensure that its employees, contractors, and other users who have been issued accounts by eGov maintain the security of their credentials. Client is fully responsible for all activities that occur using Client profiles and passwords. Client acknowledges and agrees that eGov shall be entitled to rely on information it receives using the credentials issued to Client or its users, or which is otherwise purported to be transmitted by any person on behalf of Client. eGov may assume that any action purported to be taken on behalf of Client by someone with a validly issued password is in fact authorized by Client, and that eGov will not be liable for any unauthorized access or misuse of the Services or any loss incurred as a result of someone else using a password that has been assigned to Client or its personnel with or without the knowledge of Client. Client will immediately notify eGov of any unauthorized use of the Services or any other breach of security that is known or suspected by Client.

4.2. **Compliance.** Client represents, warrants, and agrees that it will comply with all applicable laws, regulations, and rules regarding its use of the Services, including without limitation any requirements related to privacy or security of any personal information Client receives through the use of the Services. For the term of this Agreement and for two (2) years thereafter, eGov or its authorized agents shall be entitled to audit Client's records as reasonably necessary to verify Client's compliance with this Agreement and the confirm the proper payments hereunder. The audit shall be conducted at eGov's expense, except that if an audit reveals an underpayment of owed fees, Client shall reimburse eGov for the costs of such audit and any collection costs.

4.3. **Suspension.** Client understands and agrees that eGov may suspend the Services in the event of any violation of this Agreement, until such violation ceases and eGov receives reasonable assurances that such violations will not continue. If eGov believes, in its sole discretion, that any software, equipment, network, or systems owned or controlled by eGov are being currently used for criminal activity, in a manner that violates the legal rights of eGov, eGovs other customers, or any third party, or that the continued operation of the eGov systems places the eGov systems in potential danger of data loss, data breach, or failure, then such suspension may occur prior to the giving of such notice to Client.

5. Confidentiality

5.1. **Use and Protection of Confidential Information.** In performance of this Agreement each party may be exposed to confidential or proprietary information of the other party (**"Confidential Information "**), whether written, oral, or visual, and whether or not expressly marked confidential. Confidential Information includes, without limitation , source code, software, algorithms. formulas, methods, know-how. trade secrets. processes. designs, developmental work. information related to unpublished patent or trademark applications, marketing requirements and plans, business plans, financial information, customer lists, sales information. and information relating to the Services. Each party agrees that the other's Confidential Information may be used only to directly further the purposes of this Agreement. Each party agrees that it will not disclose the other's Confidential Information to third parties without prior written consent, and that it will protect the other's Confidential Information from unauthorized use with the same degree of care that it uses to protect its own non-public and confidential information, but in no event less than a reasonable amount of care. Each party will take all reasonable steps to protect the disclosing party's Confidential Information from unauthorized copying or use by its employees and others, and to immediately notify the disclosing party if it becomes aware of such unauthorized copying or use. Upon termination of this Agreement. the receiving party will return to the disclosing party or securely destroy all of the disclosing party's Confidential Information in its possession and all copies, reproductions, excerpts. and derivative works thereof

5.2. **Exceptions.** Confidential Information will not include information that (a) is or becomes publicly available through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party: or (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure. The receiving party may disclose the disclosing party's Confidential Information if such disclosure is required by law or compelled by legal process, provided that the receiving party will. to the extent it is legally permitted to do so. provide the disclosing party with prior written notice of such disclosure so that the disclosing party may seek a protective order or other appropriate remedy. Pursuant to the Defend Trade Secrets Act of 2016, the parties understand that an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or

indirectly. or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

5.3.   Publicity. eGov shall be permitted to use and publicly disclose client's name and logo on eGov's website and marketing materials to appropriately identify Client and the relationship of the parties. Client shall have the right to request and review any such materials, and if Client reasonably finds any use or proposed use objectionable, the parties will work together to arrive at mutually agreeable language or presentation.

6.   Representations and Warranties

6.1.   Mutual Representations. Each party represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement it is: (a) properly registered, validly existing. and in good standing under the laws of the state where its principal office is located; (b) it has full authority and corporate power to execute this Agreement and perform its obligations under this Agreement; and (c) its performance of this Agreement will not violate any law, regulation, or other agreement to which it may now or hereafter be bound.

6.2.   eGov Warranties. eGov represents and warrants that the Services will operate in accordance with the specifications and documentation pertaining to such Services. eGov represents and warrants that implementation, training, and other professional services provided pursuant to this Agreement will be performed in a professional manner consistent with generally accepted industry practices s. If Client believes that eGov has not met any of the foregoing warranties, Client shall provide eGov with written notice of such deficiency, with sufficient detail so as to allow eGov to investigate the matter, within thirty (30) days after receipt of the Services or professional Services. If eGov determines, in its sole discretion, that the warranties set forth in this section have not been met, eGov shall correct or re-perform the Services or professional services. The foregoing remedy is Client's sole remedy, and eGov's sole liability. for breach of warranty under this Agreement.

6.3.   Warranty Disclaimer. EXCEPT AS SET FORTH IN THIS SECTION 6. EGOV DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SERVICES. EXPRESS OR IMPLIED. INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONOR WARRANTY OF MERCHANTABILITY, NON- INFRINGEMENT, ACCURACY, ERROR-FREE OPERATION, AVAILABILITY. SECURITY, FITNESS FOR A PARTICULAR PURPOSE. TITLE. OR THAT THE SERVICES WILL MEET CLIENT'S EXPECTATIONS OR OTHERWISE BE COMPATIBLE WITH CLIENT'S PRODUCTS. SERVICES. OR DATA. USE OF AND ACCESS TO THE SERVICES ARE OFFERED SOLELY "AS IS" AND ALL USE OF AND ACCESS TO THE S ERVICESWILL BE AT CLIENT'S SOLE RISK. EGOV ALSO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, AND NOT-MISLEADING NATURE OF ANY INFORMATION. REPORTS. OR OTHER DATA PROVIDED BY EGOV. ALL OF WHICH ARE PROVIDED ON AN "AS IS " BASIS.

7.   Liability

7.1.   Indemnification. Client will defend. indemnify and hold harmless eGov and its directors, officers. employees. and agents. from and against any and all claims, losses , damages. and expenses (including attorney costs and litigation fees) arising out of or relating to (a) Client's use of the Services: (b) Client Data: (c) breach by Client of any of its representations. warranties, or obligations set forth in this Agreement: or (d) the actions. errors. omissions. negligence , willful misconduct. or fraud of Client or its employees. contractors. users. or agents.

7.2 **Limitations of Liability.** IN NO EVENT WILL EGOV OR ITS VENDORS AND SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST OR INJURED REPUTATION, LOST BUSINESS, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES) FOR ANY REASON, REGARDLESS OF THE FORM OR ACTION, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY. THE LIABILITY, IF ANY, OF EGOV TO CLIENT OR TO ANY THIRD PARTY FOR ANY CLAIMS, COSTS, DAMAGES, LOSSES, AND EXPENSES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, WILL NOT EXCEED IN AGGREGATE THE FEES PAID BY CLIENT FOR SERVICES WITHIN THE THREE (3)-MONTH PERIOD PRECEDING THE DATE LIABILITY FIRST ACCRUED. CLIENT UNDERSTANDS AND AGREES THAT (A) DATA TRANSFERRED OVER COMMUNICATION NETWORKS IS SUBJECT TO INTERCEPTION OR DELAYS, EACH OF WHICH MAY RESULT IN DAMAGES, AND EGOV WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY SUCH INTERCEPTION, DELAY, OR DAMAGES; AND (B) EGOV WILL NOT BE HELD LIABLE FOR ANY THIRD-PARTY SERVICES OR ANY DATA PROVIDED THROUGH THIRD-PARTY SERVICES, ABSENT WILLFUL MISCONDUCT BY EGOV. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EGOV BE LIABLE FOR ANY AMOUNTS ARISING OUT OF ANY ACT OR OMISSION OF ANY THIRD PARTY.

7.3 **Insurance.** Each party shall, during the term, procure and maintain a commercial general liability insurance policy covering bodily injury and property damage and an errors and omissions liability insurance policy covering damages arising out of negligent acts, errors, or omissions committed by that party's employees in the performance of this Agreement. The deductible and coverage of the foregoing policies shall be reasonable and in accordance with industry standards based on the size and operations of such party.

7.4 **Force Majeure.** If either party is prevented from performing any portion of this Agreement by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services, or acts of God, such party will be excused from performance for the period of the delay and for a reasonable time thereafter.

8. **Term and Termination**

8.1 **Term.** This agreement will begin on the effective date and continue until June 30th, 2023.

8.2 **Termination for Breach.**

creditors; (ii) commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; (iii) adopts a resolution for discontinuance of its business or for dissolution; or (iv) a receiver, trustee, or similar officer is appointed for its business or property. Without limiting any other remedy available to eGov, eGov may by law suspend or deny access to Services if at any time Client is in default of its payment obligations.

8.3 **Termination for Convenience.** Either party may terminate this Agreement for any reason or no reason with ninety (90) days' written notice to the other party.

8.4. Effect of Termination. Upon any termination or expiration of this Agreement for any reason, Client's rights to the Services will immediately cease. Client will, within thirty (30) days of termination, return or, if so directed, destroy all copies of any Confidential information of eGov in its possession or control (in every form and medium) and, upon request, shall certify in writing to eGov that such delivery or destruction has been fully effected. Following termination or expiration for any reason, eGov shall have no obligation to maintain any Client Data or any materials created under this Agreement. Termination of this Agreement shall not limit either party from pursuing any other remedy available to it at law or in equity, including injunctive relief. Termination for any reason shall not relieve Client of its obligation to pay all fees accrued or owed under this Agreement. Sections 3-7, 9, and this Section 8.4 shall survive termination or expiration of this Agreement for any reason.

9. General Provisions

9.1 Entire Agreement. This Agreement, including its schedules and exhibits, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any additional or inconsistent terms in any quotation, order acknowledgment, purchase order, or invoice provided by Client will not be binding on Company and will have no legal effect. No amendment to or modification of this Agreement will be binding unless agreed to in writing and signed by duly authorized representatives of both parties.

9.2. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee, without giving effect to principles of conflicts of law. Any action or proceeding arising out of or relating to this Agreement must be brought exclusively in a federal or state court located within the State of Tennessee. Knox County. Each party irrevocably consents and waives objection to personal jurisdiction and venue in, and agrees to service of process issued by, any such court in any such action or proceeding. The Uniform Computer information Transactions Act (UCITA) and the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

9.3. Remedies. Each party agrees that legal remedies may be inadequate to enforce the confidentiality provisions of this Agreement and the provisions of this Agreement protecting intellectual property rights, and that equitable relief, including specific performance and injunctive relief, may be used to enforce such provisions, in addition to any other relief that it may be awarded. The prevailing party in any litigation between the parties relating to this Agreement will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief that it may be awarded.

9.4. Waiver. No waiver of any right under this Agreement shall be deemed effective unless contained in writing signed by a duly authorized representative of the Company, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.

9.5. Assignment. This Agreement is not assignable by Client without eGov's prior written consent. Any attempt at assignment without such consent shall be null and void and of no force and effect. eGov may assign this Agreement or delegate its obligations hereunder in its discretion. Subject to the foregoing, this Agreement will inure to the benefit of the parties and their respective successors and permitted assigns.

9.6. **Notice.** Except as otherwise provided herein, all notices shall be in writing and deemed given: (i) upon personal delivery; (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the second business day after mailing; or (iv) on the first business day after sending by email, except that email shall not be sufficient for notices of termination or regarding a claim of breach. Notices shall be sent to the parties as set forth above or as otherwise agreed to by the parties in writing, provided that eGov may send notices to Client electronically, either through email at the email address eGov then has on file for Client, or by making the notice available through Client's online account in eGov's online portal to which Client has been provided access. Each pally may change its address for receipt of notice by giving notice of such change to the other party

9.7. **Severability.** If any provision of this Agreement is or becomes illegal, invalid, or unenforceable under the law of any jurisdiction, such illegality, invalidity, or unenforceability will not render this Agreement illegal, invalid, or unenforceable as a whole, and such provision will be changed or interpreted so as to best accomplish the objectives of the provision, and the remaining provisions will remain in full force and effect.

9.8. **Construction.** The section headings of this Agreement are included solely for convenience of reference and are not to be used to interpret, construe, define, or describe the scope of any aspect of this Agreement. This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either party.

9.9. **Independent Contractors.** The parties are independent contractors; nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between the parties. Neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other part y. Nothing in this Agreement shall prohibit eGov from providing the Services or any other service for or on behalf of any other party, or prohibit Client from obtaining any other service from another provider.

9.10. **Counterparts.** This Agreement may be executed in counterparts, each of which will be treated as an original hereof, but all of which, taken together, will constitute one and the same instrument. Facsimile signatures and electronic signatures (including delivered in digital formats such as PDFs or the like) will be sufficient to bind the undersigned as original signatures.

By signing below, each party acknowledges that it has read and understood this Software Services Agreement and agrees to be bound by its terms, effective as of the Effective Date.

eGovernment Solutions   Client: _____

By: _____   By: _____

Name: Mark Padgett   Name: _____

Title: CEO   Title: _____

Schedule A
Services

Description and Scope of Services:

eGov Software which gives County Trustees the ability to process and track real and personal tax bills and payments, bookkeeping, and all other receipting by the Trustee's office.

Client Materials:

Upon implementation and throughout the term of the Agreement, Client will make available to eGov the following data and materials:

All applicable property tax history data in a file format submitted to Customer, open access to key operational managers to field questions about software functions, and personnel and hardware required to successfully customize and implement the software

Training:

eGov shall provide training in the use of the Software by at least one qualified eGov personnel.

Schedule B
Support and Maintenance

Telephone Support.

Telephone support is available between the hours of 8 a.m. to 5 p.m. Eastern daily excluding holidays. Support shall include consultation on the operation and utilization of the Services. Client shall be responsible for all telephone equipment and communication charges they utilize related to such support; and (b) error correction services, consisting of eGov using all reasonable efforts to design, code and implement programming changes to the Services, and modifications to the documentation, to correct reproducible errors therein so that the Services are brought into substantial conformance with the specifications as presented by eGov and in accordance with state laws, regulations, and requirements to protect Client from audit findings, or fix any audit finding software deficiencies.

Client's Role in Maintenance.

The provision of the error-correction and support services described above shall be expressly contingent upon Client promptly reporting any errors in the Software or related documentation to eGov by email and not modifying the Software without eGov's written consent.

Term of Support.

Subject to timely payment by Client of fees, eGov shall offer the maintenance described above for the duration of this Agreement.

eGov
eGovernment Solutions

Schedule C

eGov
3025 Windward Plaza
Fairways I, Suite 200
Alpharetta GA 30005
United States

Bill To

Anderson County Trustee
Room 203 Courthouse
100 N. Main Street
Clinton TN 37716-3685
United States

TOTAL

$25,843.68

Due Date: 8/9/2020

Terms	Due Date
Net 30	8/9/2020

Quantity	Item	Amount
1	**eGov Annual License Fee - TN Trustee** SOFTWARE MAINTENANCE	$24,766.82
1	**eGov Cloud** CLOUD MAINTENANCE, FIREWALL, AND VIRUS PROTECTION	$1,076.86

Please make checks payable to eGov & remit
payment to:

Government Brands Shared Services
Attn: eGov Accounts Receivable
P.O. Box 25477
Tampa, FL 33622

For questions, please contact Shey Settles
(770)293-1824
ssettles@governmentbrands.com

Subtotal	$25,843.68
Total	$25,843.68

INV14338

TENNESSEE TRUSTEE SOFTWARE AND HARDWARE CONTRACT

1) **IDENTIFICATION OF THE PARTIES.** This Agreement is made between Washington County, Tennessee (the "Customer") with a principal place of business at 100 E. Main Street, Jonesborough, TN 37659 and eGovernment Solutions, LLC ("EGOV") with a principal place of business at 129 S Gay Street, Suite B, Knoxville, TN 37902 on the ___30th___ day of April, 2015.

2) **PURPOSE OF AGREEMENT.** Customer desires to retain EGOV as an independent contractor to implement and customize software which gives Washington County the ability to process and track real and personal tax bills and payments, bookkeeping, and all other receipting by Trustee's office and Chancery Court for Current and Delinquent taxes (the "Software") as required by the trustee's office and the Chancery Court and described in this document and in Exhibit C. EGOV is ready, willing and able to undertake the administration of the Software and agrees to do so under the terms and conditions set forth in this Agreement. Accordingly, the parties agree as follows:

3) **TERM OF AGREEMENT.** This Agreement commences on April ___30th___, 2015. Customer will pay on invoice 50% of fees for Trustee Office on contract approval and the remaining 50% is due within 30 days of County acceptance of implementation. Clerk and Master – 50% due at commencement of implementation and the remaining 50% due within 30 days of implementation acceptance by the Clerk and Master. Fees for hardware are due on delivery based on invoice terms. A Maintenance fee shall apply, and the maintenance contract period shall be set for a period of sixty (60) months from July 1st, 2015. Each year thereafter, 90 days before the new fiscal year, this contract will be automatically renewed. The same terms and conditions of this contract will be honored by eGovernment Solutions if so desired by Customer. 7/1/15 - 6/30/2020

4) **MATERIALS.** Customer shall make available to EGOV the following: Access to all applicable property tax history data in the file format submitted to Customer, open access to key operational manager to field questions about software functions, and personnel and hardware required to successfully customize and implement the software. These items will be provided to EGOV upon execution of this Agreement.

5) **TRAINING.** EGOV shall provide training in the use of the Software by at least two qualified EGOV personnel ("trainers") as set forth in Exhibit B. The training will be conducted on such dates and locations as the parties may agree. If customer desires additional training at EGOV's office, Customer is responsible for all travel expenses Customer incurs related to their office's needs.

6) EGOV has proposed to provide the software and services described in the Proposal (Exhibit C) at the pricing described in Exhibit A, Option 1 for a fixed price of $50,000 for the first year of the contract which includes data conversion, installation and training and a subsequent annual subscription of $40,000 per year with no annual escalation in price for the 5 year term of this contract.

7) **MAINTENANCE OF SOFTWARE.** EGOV shall provide the following error-correction and support services:

   (a) 24 hour telephone support. Such support shall include consultation on the operation and utilization of the Software. Customer shall be responsible for all of their telephone equipment and communication charges they utilize related to such support; and (b) error correction services, consisting of EGOV using all reasonable efforts to design, code and implement programming changes to the Software, and modifications to the documentation, to correct reproducible errors therein so that the Software is brought into conformance with the specifications as presented by EGOV and in accordance with state laws, regulations, and requirements to protect Customer from audit findings, or fix any audit finding software deficiencies.

   (b) Customer's Role in Maintenance. The provision of the error-correction and support services described above shall be contingent upon Customer reporting any errors in the Software or related documentation to EGOV by email and not modifying the Software without EGOV's written consent.

   (c) Term of Support. Subject to timely payment by Customer of fees, EGOV shall offer the maintenance described above for the duration of this Agreement.

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8) OWNERSHIP OF SOFTWARE. EGOV retains its entire right, title and interest in anything created or developed for Customer under this Agreement ("Work Product") including all patents, copyrights, trade secrets and other proprietary rights. EGOV grants Customer a nonexclusive license to use the Software specified under this Agreement and Exhibits for the duration of this Agreement. However, Customer shall make no other use of the Software without EGOV's written consent.

Upon acceptance of this Agreement, Customer agrees not to use, or allow the use of, the Software, Background Technology or Source Code, or processes therein incorporated, to develop a product to compete against the Software. Anything created, developed or implemented under this Agreement ("Work Product") including all patents, copyrights, trade secrets, intellectual property and other proprietary rights are owned solely by EGOV. At the end of this Agreement all materials provided by EGOV relating to the Software and this Agreement are due immediately to EGOV.

9) OWNERSHIP OF BACKGROUND TECHNOLOGY. EGOV owns the license to use and sublicense various existing development tools, routines, subroutines and other programs, data and materials that EGOV may include in the Software developed under this Agreement. This material shall be referred to as "Background Technology." EGOV retains all right, title and interest, including all copyright, patent rights and trade secret rights in the Background Technology.

10) Ownership of Data. Washington County owns all system data. In the event of termination of contract, and at no extra charge all data shall be returned to Washington County within 10 days of notice of termination in a suitable standard format, and wiped from EGOV's systems including removal of backup media from backup media if the retention period is too long for aging to occur naturally.

11) Limited Warranty. EGOV warrants that the Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the EGOV Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in this agreement and Exhibit E.

12) Services Warranty. EGOV will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event EGOV provides services that do not conform to this warranty and to the satisfaction of Customer, EGOV will re-perform such services at no additional cost to Customer.

13) Property Damage and Personal Injury Indemnification. EGOV will indemnify and hold harmless Customer and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by EGOV's negligence or willful misconduct.

14) PAYMENT. Payment information is described in Exhibit C. In subsequent years, a separate document called "Budget Preparation Document will provide payment information". Customer shall receive a budget preparation document by April 1st each year, and an invoice by the 5th of July each year.

15) ELECTRONIC PAYMENT PROCESSOR EGOV provides an integrated payment gateway for Credit, Debit, and eCheck payments. These options are built into the software for in-office point of sale transaction as well as an online service transaction to customers. Rates are set yearly and the current rate is attached as a separate document.

16) LATE FEES. Payment shall be considered late after the last day of each billing month. Late payments by Customer shall be subject to late penalty fees of five percent (5%) per month from the due date until the amount is paid in full.

17) Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the

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cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

18) **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of Customer and EGOV. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).

19) **Entire Agreement; Amendment.** This Agreement represents the entire agreement between Customer and EGOV with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

20) **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

21) **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

22) **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party or the confidential information in the possession of Customer and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

   (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
   (b) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event Customer receives an open records or other similar applicable request, Customer will give EGOV prompt notice and otherwise perform the functions required by applicable law.

23) **Insurance.** During the course of performing services under this Agreement, EGOV agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Workers Compensation complying with applicable statutory requirements. EGOV will add Customer as an additional insured and provide Customer with copies of certificates of insurance within 90 days of the execution of this Agreement.

24) **INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.** EGOV warrants that EGOV will not knowingly infringe on the copyright or trade secrets of any third party in performing services under this Agreement. To the extent any material used by EGOV contains matter proprietary to a third party, EGOV shall obtain a license from the owner permitting the use of such matter and granting EGOV the right to sub-license its use. EGOV will not knowingly infringe upon any existing patents of third parties in the performance of services required by this Agreement, but EGOV MAKES NO WARRANTY OF NON-INFRINGEMENT of any United States or foreign patent. If any third party brings a lawsuit or proceeding against Customer based upon a claim that the Software breaches the third party's patent, copyright or trade secrets rights, and it is determined that such infringement has occurred, EGOV shall hold Customer harmless against any loss, damage, expense or cost, including reasonable attorney fees, arising from the claim. This indemnification obligation shall be effective only if:

   a) Customer has made all payments required by this Agreement

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b) Customer has given prompt notice of the claim and permitted EGOV to defend the claim and the claim does not result from Customer's modification of the Software.

To reduce or mitigate damages, EGOV may at its own expense replace the Software with a non-infringing product as long as replacement software satisfies all terms of this Agreement and is approved Customer.

25) **NONEXCLUSIVITY OF AGREEMENT.** Nothing in this agreement shall be construed as a limitation on EGOV's ability to offer the Software, Background Technology, and Source Code to other counties and governmental entities in the state of Tennessee or other states.

26) **Subcontractors.** EGOV shall not subcontract any services under this Agreement without Customer's prior written consent.

27) **Dispute Resolution.**

Invoice Disputes: If delivered product or service does not conform to the warranties in this Agreement, Customer will provide EGOV with written notice within fifteen (15) days of Customer's receipt of the applicable invoice. The written notice must contain sufficient detail of the issues in dispute. EGOV shall provide a written response that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the notice. The Parties will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each to resolve any issues presented in the notice.

Product Disputes: Customer will provide EGOV with written notice within thirty (30) days of becoming aware of a dispute. Customer agrees to cooperate with EGOV in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule. If the Parties fail to resolve the dispute, either party may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the dispute resolution procedures.

28) **TERMINATION OF AGREEMENT.**

For Cause. Customer may terminate this Agreement for cause in the event EGOV doesn't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. Customer agrees to comply with Section 27, Dispute Resolution, prior to termination. In the event of termination for cause, Customer will pay EGOV for all undisputed fees and expenses related to the software, products, and/or services the Customer has received, or EGOV has incurred or delivered, prior to the effective date of termination.

Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, Customer will pay EGOV for all undisputed fees and expenses related to the software, products, and/or services Customer has received, or EGOV has incurred or delivered, prior to the effective date of termination.

29) **APPLICABLE LAW/JURISDICTION VENUE.** The laws of the State of Tennessee shall govern the construction and interpretation of this Agreement and all disputes between the Parties, and each Party agrees that the trial/arbitration of all disputes between the Parties in the State of Tennessee, County of Washington and both Parties agree to the jurisdiction of the State Courts in Washington County, Tennessee.

30) Contract Documents
  a) Exhibit A   Pricing
  b) Exhibit B   Statement of Work
  c) Exhibit C   Proposal

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d) Exhibit D   Acord Certificate
e) Exhibit E   Service Level Agreement

31) **SIGNATURES.** Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

By: _____

Print Name: _____

Title: President and CEO, eGovernment Solutions

Date: _04/30/15_____

By: _____

Print Name: _Morty Treadway_____

Title: Washington County Trustee

Date: _5-12-15_____

By: _____

Print Name:_____

Title: Washington County Mayor

Date: _____

By: _____

Print Name: _WILLIAM J. SHEENGANY_

Title: Washington County Purchasing Agent

Date: _5|12|15_____

Initial: eGovernment Solutions, LLC _____ Washington County, TN Trustee _____

Attachment A								
OPTION #1								
TAX AND DELINQUENT TAX COLLECTION ONLY								
Module: _With_ Barcode Scanning Modules and Document Scanning Modules and Credit Card Wedges.	**Module License**	**SaaS Subscription Annual Fee**						
Tax Billing and Tax Collection	NA	$ 22,843.68						
Document Scanning Package		$ 1,000.00						
Barcode Scanning Package		$ 1,000.00						
Check Writer		$ 1,000.00						
Total Required and Optional Modules	$ -	$ 25,843.68						

SECTION 10: TIMELINE AND SCHEDULING

Timeline and Scheduling

Current and Delinquent Tax Collection Only

We are proposing a three month total timeline from contract signing to all base modules successfully installed, training complete and with functionality deemed sufficient and complete. This will cover two months of preparation work before go-live and three months of onsite support after go-live.

Major Tasks

1. Research, Discovery, and Analysis (2 Weeks Timeline) (Allow 80 man hours)
   a. Research specific local "business rules" for Washington County requirements, etc. for all Modules
   b. Bridge Discovery (1 week)
      i. Software Modules Interaction
      ii. Database Specs
      iii. Extraction rules and capabilities
   c. Look into standard reports (1 Days)
   d. User settings discovery (3 Days)
   e. IT infrastructure for web services
2. Server Setup and Install Requirements (3 Days)
   a. Updates and Analysis
3. Data Conversion (2 Week Timeline)
   a. Miscellaneous Receipts (2 days)
      i. Testing data (5 hours)
         1. Historical Records Searches
         2. Printable daily, weekly, monthly, yearly reports
         3. Complete any necessary corrections (Hold to allow 1 day)
   b. General Ledger (2 days)
      i. Testing data (5 hours)
         1. Historical Records Searches
         2. Printable daily, weekly, monthly, yearly reports
         3. Complete any necessary corrections (Hold to allow 1 day)
   c. Current Taxes (3 days)
      i. Testing data (5 hours)
      ii. Historical Records Searches/Printing
      iii. Printable daily, weekly, monthly, yearly reports
      iv. Complete any necessary corrections (Hold to allow 1 day)
   d. Delinquent (3 days)
      i. Testing data (5 hours)
      ii. Historical Records Searches/Printing
      iii. Printable daily, weekly, monthly, yearly reports
      iv. Complete any necessary corrections (Hold to allow 1 day)

4. Module Installment (2 Week Timeline) (Allow 120 man hours)
   a. Admin (2 days)
      i. Load business rule settings
      ii. Load Admin system settings
      iii. Load users and permission levels
      iv. Define fee structures in all modules

           v. Define IP white list
- b. Miscellaneous Receipts **(2 days)**
  - i. Testing Software **(1 day)**
    1. Transactions
    2. Searches
    3. Reports
    4. Define settings, default accounts, user permission levels
  - ii. Complete any necessary corrections **(Hold to allow 1 day)**
- c. General Ledger **(2 days)**
  - i. Testing Software **(1 day)**
    1. Transactions
    2. Searches
    3. Reports
    4. Define settings, user permission levels
  - ii. Complete any necessary corrections **(Hold to allow 1 day)**
- d. Current Taxes **(2 days)**
  - i. Testing Software **(1 day)**
    1. Transactions
    2. Searches
    3. Reports
    4. Define settings, default accounts, user permission levels
    5. Define Misc. Receipt codes/payment allocations
  - ii. Complete any necessary corrections **(Hold to allow 1 day)**
- e. Delinquent Taxes **(2 days)**
  - i. Testing Software **(1 day)**
    1. Transactions
    2. Searches
    3. Reports
    4. Define settings, default accounts, user permission levels
  - ii. Complete any necessary corrections **(Hold to allow 1 day)**

5. *Integration (Allow 1 week, but we do not know with who, or how, we will be forced to interface. If we are sole source, this section will not be necessary)*
   a. *Bridge (currently interfacing in T&R online services only)*
   b. *If another vendor is selected as Finance and Admin(3-6 weeks)*
   c. *If another vendor is selected for Delinquent Tax Collection (3-6 weeks)*

6. Gateway Service Provider Integration
   a. Credit Cards **(2 Day Timeline)**
   b. Direct Deposit/ACH **(2 Day Timeline)**
   c. Testing Portal **(1 day)**
      i. Payables
      ii. Receivables
      iii. Payroll
      iv. Miscellaneous Receipts
         1. All outside/external offices
      v. Current Taxes
      vi. Delinquent taxes
   d. Complete any necessary corrections **(Hold to allow 1 day)**

7. Training **(2 weeks onsite training before "go-live") (Allow 3 weeks onsite post "go-live")**

    a. Miscellaneous Receipts
    b. General Ledger
    c. Current Taxes
    d. Delinquent Taxes

What is your performance scheduling commitment in calendar days?

We propose a 3-month (Approximately 90 calendar days) implementation timeline for these major items from the time of contract signing to the base module install and training completion. Given the complex nature of discovery of all aspects of the office and expected customization needs of Washington County, we believe this timeline best allows proper identification, customization, install, training, and testing for the optimum outcome of this project.

1. Offsite (Back End Portion)
   a. Research, Discovery, and Analysis **Weeks 1 and 2**
   b. Server Install **Week 3**
   c. Data Conversion **Weeks 4 and 5**
   d. *Module Installment **Weeks 5 and 6**
   e. *Integration Week 7 (If necessary)*
   f. Pre go-live training **Week 7, 8 and 9**
   g. *Gateway Service Provider (Credit/Debit card) Integration **Week 8**

2. Onsite (User Facing)
   a. *Training **Weeks 9-12 (go-live)**
      i. Miscellaneous Receipts
      ii. General Ledger
      iii. Current Taxes
      iv. Delinquent Taxes

What assumptions are being made to successfully achieve this scheduling commitment?

1. Cooperation with Bridge on Data Conversion
2. Cooperation with a Washington County employee(s) taking an "everyday" leadership position for helping eGov with discovery and analysis of business rules, etc.
3. Ample training time set aside by Washington County Key Personnel during weeks 7-9.
4. No "scope creep" above our current software system features (as defined by our RFP response) for custom requests from Washington County office personnel.

Timeline and Scheduling

Current and Delinquent Tax Collection Only

We are proposing a three month total timeline from contract signing to all base modules successfully installed, training complete and with functionality deemed sufficient and complete. This will cover two months of preparation work before go-live and three months of onsite support after go-live.

Major Tasks

1. Research, Discovery, and Analysis (2 Weeks Timeline) (Allow 80 man hours)
   a. Research specific local "business rules" for Washington County requirements, etc. for all Modules
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   a. Admin (2 days)
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    a. Miscellaneous Receipts
    b. General Ledger
    c. Current Taxes
    d. Delinquent Taxes

What is your performance scheduling commitment in calendar days?

We propose a 3-month (Approximately 90 calendar days) implementation timeline for these major items from the time of contract signing to the base module install and training completion. Given the complex nature of discovery of all aspects of the office and expected customization needs of Washington County, we believe this timeline best allows proper identification, customization, install, training, and testing for the optimum outcome of this project.

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4. No "scope creep" above our current software system features (as defined by our RFP response) for custom requests from Washington County office personnel.

EXHIBIT C

EXHIBIT C of the Washington County Contract (the original RFP) is incorporated as Exhibit 2 of the Anderson County Contract.

eGov

eGovernment Solutions
129 S. Gay Street, Suite B,
Knoxville, TN 37902

The purpose of this letter is to document the services available from eGovernment Solutions as a back-up source to eGov's Software package in case of disaster. eGov is capable of providing the following services:

1. For all Counties, an automated nightly data back-up of all the tables containing trustee office data is performed. This data is secured in three separate locations nightly. These three sites are; at your courthouse, eGov's Office, and at our data center.

2. At an additional cost, we offer a 10-30 second "hot-spare" back-up package. In this package, all data and software application settings are backed up every 10 to 30 seconds and are accessible through our https://*count-backup.mygovonline.com system.

3. Hot-spare back-ups can be reached via any internet connection (with proper credentials) and are housed at our data center.

4. In case of total loss to your office, we maintain all necessary hardware to run reports, and fax or email the reports where requested.

5. To get a county office operational after a catastrophic loss, one of two avenues might be taken immediately.

   a. eGov may setup a new virtual server at AWS within 12 hours after a total server loss. Counties will be able to login to their eGov software as normal, having only lost data entered since the previous night's backup.

   b. eGov may deliver a new server onsite to the county offices within 24-36 hours after a total server loss. Counties will be able to login to their eGov software as normal, having only lost data entered since the previous night's backup.

   c. For offices already running on the cloud a live backup will be operational within an hour of failure.

Nightly emails are sent to customers verifying the completion of automated backup files. It is the customer's responsibility to verify these nightly emails and alert eGovernment Solutions immediately if they fail to arrive in the requested email inboxes each night so that the problem can be diagnosed thoroughly and a resolution reached. Please feel free to call on us if you have any questions or if we can be of further service in any way.

eGov

eGovernment Solutions, LLC

SERVICE LEVEL AGREEMENT (SLA)

INTRODUCTION

This service level agreement (SLA) describes the levels of service that [client name] ("the client") will receive from [eGoverment Solutions] ("the supplier").

This SLA should be read alongside the IT support contract between the client and the supplier. Although the SLA covers key areas of the client's IT systems and support, the support contract may include areas not covered by this SLA

PURPOSE

The client depends on IT equipment, software and services (together: 'the IT system') that are provided, maintained and supported by the supplier. Some of these items are of critical important to the operations of the client.

This service level agreement sets out what levels of availability and support the client is guaranteed to receive for specific parts of the IT systems. It also explains what penalties will be applied to the supplier should it fail to meet these levels.

This SLA forms an important part of the contract between the client and the supplier. It aims to enable the two parties to work together effectively.

SCOPE

PARTIES

This SLA is between:

The client:	The supplier:
Washington County Tennessee	eGovernment Solutions
100 E. Main Street, Jonesborough, TN 37659	129 S. Gay Street STE 2 Knoxville, TN 37902

Key contact: Willie Shrewsbury
                     Purchasing Director
                     423-753-1642
	Key contact: Mark Padgett
	                     President/CEO
	                     865-247-0345

DATES AND REVIEWS

This agreement begins on [date] and will run through the duration of contracted agreement.

It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are changes to the client's IT system.

EQUIPMENT, SOFTWARE AND SERVICES COVERED

This SLA covers only the equipment and services in the table below. This list may be updated at any time, with the agreement from both client and supplier.

Please note:

- The supplier guarantees **response times** for all items listed in this section.
- The supplier guarantees uptime only for items with a YES in the **Covered for uptime?** Column.

These items have been assigned a priority level, from 1 (most important) to 3 (least important). The priority level help determine the guaranteed uptime and response time.

[Hardware details such as serial numbers and license keys may be provided in the hardware list]

Item/Service Type	Number of items	Priority	Covered for uptime?
Dell Server	1	1	Yes

EXCLUSIONS

This SLA is written in a spirit of partnership. The supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This SLA does not apply to.

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment or services not purchased via and managed by the supplier

Additionally, this SLA does not apply when:

- The problem has been caused by using equipment, software of service(s) in a way that is **not recommended** on multiple occurrences. An example could be browsing various un-safe websites and contracting viruses or malware. The supplier reserves the right to restrict access to websites it deems un-safe if this becomes a problem.
- The client has made willful **unauthorized changes** to the configuration or set up of affected equipment, software or services.
- The client has prevented the supplier from **performing required maintenance and update** tasks.

- The issue has been caused by **unsupported** equipment, software or other services.

This SLA does not apply in circumstances that could be reasonably said to be beyond the supplier's control. For instance: floods, war, acts of God and so on.

This SLA also does not apply if the client is in breach of its contract with the supplier for any reason.

Having said all that, eGovernment Solutions aims to be helpful and accommodating at all times, and will do its absolute best to assist client(s) wherever possible.

RESPONSIBILITIES

SUPPLIER RESPONSIBILITIES

The supplier will provide and maintain all agreed upon IT systems used by the client.

The IT support contract between the supplier and the client includes full details of these responsibilities.

Additionally, the supplier will:

- Ensure relevant software, services and equipment are available to the client in line with the uptime levels listed below.
- Respond to support requests within the timescales listed below.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with the client at all times.

CLIENT RESPONSIBILITIES

The client will use the supplier-provided IT systems as intended.

The IT support contract between supplier and the client includes full details of the IT system and its intended uses.

Additionally, the client will:

- Notify the supplier of issues or problems in a timely manner.
- Provide the supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention.
- Maintain good communication with the supplier at all times.

GUARANTEED RESPONSE TIMES

When the client raises a support issue with the supplier, the supplier promises to respond in a timely fashion

RESPONSE TIMES

The response time measures how long it takes the supplier to respond to a support request via the support email (support@mygovonline.com)

The supplier is deemed to have responded when it has replied to the client's initial request. This may be in the form of an email or telephone call, to either provide a solution or request further information.

Guaranteed response times depend on the priority of the item(s) affected and the severity of the issue. They are shown in this table:

| | Issue severity (see Severity levels section, below) | | | |
	Mission Critical	High	Medium	Minor
Server	Response 15 minutes/ Resolution 12 hours.	Response 30 minutes/ Resolution 24 hours	Response 1 hour/ Resolution 24 hours	Response 4 hours/ Resolution 48-72 hours
Workstation Hardware	Response 30 minutes/ Resolution 12 hours.	Response 1 hour/ Resolution 24 hours.	Response 3 hours/ Resolution 24-48 hours.	Response 8 hours/ Resolution 48-72 hours +.
Software	Response 30 minutes/ Resolution 12 hours.	Response 30 minutes/ Resolution 12 hours.	Response 1 hour/ Resolution 24 - 48 hours.	Response 6 hours/ Resolution 48-72 hours.

Response times are measured from the moment the client submits a support request via the supplier's support email system.

Response times for any not Mission Critical Server item apply during standard working hours (7:30am – 6:00pm EST) only, unless the contract between the client and supplier specifically includes provisions for out of hours support.

SEVERITY LEVELS

The severity levels shown in the tables above are defined as follows:

- **Mission Critical**: Complete failure of equipment or software. All users and critical functions affected. Item or service completely unavailable.
- **High**: Hardware failure affecting but not halting work flow. Software unresponsive.
- **Medium**: Hardware malfunctioning. Software malfunctioning and hindering but not halting work flow.

- **Minor**: Hardware update, software update. Bug or report request.

Important Notes

- Response times are measured during working hours (7:30am – 6:00pm EST).

For instance, if an issue is reported at 6:00pm with a response time of 60 minutes, the supplier has until 8:30am the following day to respond.

RESOLUTION TIMES

The supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the client's computer systems are key to its business and that any downtime can cause inconvenience.

However the supplier is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.
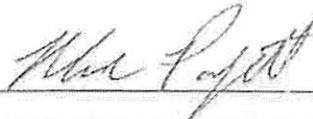
For instance, it may be possible to resolve a fatal server issue in minutes, simply by restarting the server. But if a server fails due to disk error or a hardware fault (also classed as a mission critical issue) it may take much longer to get back up and running.

In all cases, the supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the client.

SIGNATURES

This service level agreement is agreed as part of the IT support contract between Washington County Tennessee and eGovernment Solutions:

Signed on behalf of the supplier: _*Mark Padgett*_

Name:	Mark Padgett
Position:	President/CEO
Date:	01/06/15

Signed on behalf of the client: _____

Name:	Willie Shrewsbury
Position:	Purchasing Director
Date:	

Washington County, Tennessee

Request for Proposal GF-0090

ERP System Initiative

Important: This is not an Order

RFP Release: Monday, December 8, 2014

RFP Response Deadline: Friday January 9, 2014 by 3:00 PM

This communication serves to apprise you and your firm of the above mentioned Request for Proposal for an ERP System. We invite you and your firm to respond to this REQUEST FOR PROPOSAL. Please review carefully all sections of the REQUEST FOR PROPOSAL, paying particular attention to the closing date and time listed above and within the body of the REQUEST FOR PROPOSAL.

Firms responding to this REQUEST FOR PROPOSAL shall submit Proposals in hardcopy and digital format to the following address:

> Willie Shrewsbury, Purchasing Director
> Washington County
> 103 West Main Street
> Jonesborough, TN 37659
> (423) 753-1642
> ERP@washingtoncountytn.org

> *If you intend to submit a Proposal, please e-mail the Response Form on page 58 of this document as soon as possible to ERP@washingtoncountytn.org.*

Washington County ERP System Initiative GF-0090

Table of Contents

Washington County ERP System Initiative GF-0090

Request for Proposal GF-0090

ERP System Initiative

Issue Date:	December 8, 2014
Title:	Washington County ERP Initiative
Due Date and Time:	Proposals will be accepted until January 9th, 2015 at 3:00 PM.
Issuing Agency:	Washington County Purchasing Department Attn: Willie Shrewsbury 103 West Main Street Jonesborough, TN 37659

All inquiries for general information should be directed to Willie Shrewsbury, Purchasing Director, by e-mail at ERP@washingtoncountytn.org. All specific questions must be submitted by e-mail using the form contained in this document.

If Proposals are mailed or are hand delivered (or delivered by courier or messenger service), send directly to the Issuing Agency shown above.

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the Undersigned offers and agrees to furnish the goods/services in accordance with the attached signed Proposal or as mutually agreed upon by subsequent negotiations. The undersigned further certifies that he/she is authorized to sign this document on behalf of the submitting firm.

Name of Firm:	Click here to enter text.		Date:	Click here to enter text.
Address:	Click here to enter text.		By:	Click here to enter text.
City, State, Zip	Click here to enter text.		Name:	Click here to enter text.
Phone	Click here to enter text		Fax:	Click here to enter text.
e-mail	Click here to enter text		D&B #	Click here to enter text.

Note: Changes to the REQUEST FOR PROPOSAL may be issued in the form of an addendum at any time prior to the due date and time for submitting Proposals. The Purchasing Director maintains a mailing list of all vendors that were provided copies of this solicitation (via vendor pickup, mail or email). The Purchasing Director will send the addendum to any vendor who directly received a copy of the REQUEST

Exhibit 2

Washington County ERP System Initiative GF-0090

FOR PROPOSAL and returned a signed copy of the letter of intent to the above delivery address by December 15th, 2014 at 3:00 PM.

I. Introduction

This Request for Proposal (RFP) solicits vendors that could potentially provide a turnkey, commercial-off-the-shelf ERP System for County-Wide use. We will select and Interview finalists to demonstrate and discuss their Proposals in greater detail. We may conduct both customer and vendor site visit of the vendor that provides the best Proposal.

We reserve the right to abandon this procurement process at no cost to us.

While we seek to acquire a system through one vendor, we may choose to accept part of a vendor's offering as opposed to the offering in its entirety and may choose products and services from multiple vendors.

The *estimated* timeline for this procurement is as follows:

Item	Date
Issue Request for Proposal	December 8, 2014
Receive letters of Intent (strongly recommended), by e-mail, Fax, mail, or courier.	December 15, 2014 by 3:00 PM
Receive Vendor Questions at ERP@washingtoncountytn.org	until December 19th, 2014 by 4:00 PM
Distribute answers to vendor questions	December 29th, 2014 by 4:00 PM on the County Website
Receive Proposals	By January 9th, 2015 by 3:00 PM
Proposal Evaluation Period – review proposals, Onsite visits and Demonstrations by selected Vendors	January 9th – February 23, 2015
Complete Proposal evaluations and select vendor(s)	February 23, 2015

We are using a team approach to managing this project. Please e-mail ERP@WashingtonCountyTN.org. *Do not call* or contact any other of our personnel regarding this document without the approval of the team. Failure to comply with this and any other guidelines in the REQUEST FOR PROPOSAL are cause for exclusion from the process.

II. Proposal Preparation Instructions

Proposals must be completed using this document to fill in tables and fields contained within this document and in the attached worksheet. Once the proposal has been completed, the documents must be saved as PDF files and submitted as part of the proposal. The pricing spreadsheet *must be submitted in both PDF format and in .xlsx format.* If the attached spreadsheet does not meet your requirements, please e-mail ERP@WashingtonCountyTN.org and we will work to accommodate any issues with the spreadsheet. The spreadsheet is not locked so that vendors can customize it. Vendors are permitted to make minor changes in the format in order to accommodate individual vendor offerings. Do not lock the final spreadsheet when you return it – the .pdf version will serve as an official record of your proposal.

Vendors may also submit pricing in their proprietary format as part of the proposal, but must complete the attached spreadsheet as well. Information which the Vendor desires to present that does not fall within any of the requirements of the RFP must be attached as a separate document(s). Proposals should be as thorough and detailed as possible so that Washington County may properly evaluate your capabilities to provide the required goods/services. Emphasis should be placed on completeness and clarity of content.

Vendors who wish to submit only a proposal for the Property Tax System, or only for the Finance and Accounting system may do so.

This completed proposal, including any final negotiated proposal will be incorporated in the final, negotiated contract with the selected vendor or vendors.

The proposal, including one bound, signed original, one bound copy, and one digital copy on portable media (USB Flash Drive, CD, or DVD acceptable) shall be in a sealed package and addressed as directed on page 2 of the solicitation. The sealed envelope or sealed package shall be clearly marked and identified in the lower left corner as follows:

Request for Proposal: Closing date: January 9th at 3:00 PM
ERP Initiative, RFP GF-0090
Authorized Contact: Mr. Willie Shrewsbury – ERP@washingtoncountytn.org

Facsimile or electronically transmitted proposals will not be accepted. Vendor(s) assume sole and full responsibility for the timely delivery of the proposals. Late proposals will not be considered. All proposals will become part of Washington County's official files and will not be returned to the Vendor.

Proposals shall be signed by an authorized representative of the vendor. All information requested should be submitted. Failure to submit all information requested may result in Washington County requiring prompt submission of missing information and/or giving lowered evaluation of the Proposal. Proposals that are substantially incomplete or lack information may

be rejected by Washington County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Ownership of all data, materials, and documentation originated and prepared for Washington County pursuant to the Request for Proposal shall belong exclusively to Washington County.

Return this completed Request for Proposal and all addenda, signed and filled out as required. Provide the names of the person(s) who will be authorized to make representation for the Vendor, their titles, addresses, and phone numbers.

III. General Description of Requirements and Scope of Services

Washington County is a community of 125,000 residents, the county seat of which is located in Jonesborough, Tennessee. The County employs roughly 450 full and part time employees and the annual budget is approximately $80 million. The School District consists of roughly 1300 full and part time staff members and has a budget of approximately $63 Million. There are no labor unions.

Washington County uses a federated approach to decision making and the County Mayor is the Chief Financial Officer. Numerous elected officials manage departments such as County Clerk, Register of Deeds, Sheriff's Office Circuit Court, and others while 25 County Commissioners oversee operations of other departments through a committee system.

The current financial system has been in place for roughly 30 years and support for the system, Bridge, ends on June 30, 2015. Washington County is seeking to replace Bridge with a new system. Bridge is hosted on SCO Unix with Intel processors using flat files in Unibasic and is at end of life.· There are currently 3 servers with the Bridge application and data – Finance and Accounting, School District, and Court Administration. The selected vendor(s) will convert data from the School District and Finance and Accounting systems and combine it into a single, consolidated system. Washington County wishes to replace the system with a *Turnkey,* commercial off-the-shelf financial system, preferably a SaaS solution, but will seriously consider customer hosted solutions as well. Washington County will require core financial applications, extensive implementation and consultative services, data conversion, numerous pre-configured reports, and sufficient on-site training and support to ensure the project is successful.

The business processes the County is using reflect the software processes that were developed over 30 years ago. These processes include a great deal of manual processing, multiple entry of the same data, and manual transfer of documents across the County. Washington County desires to update and streamline the business processes as part of this project. The selected vendor will be expected to participate in the business process reengineering and recommend best practices for more efficient procedures.

Time is of the essence in this project and an accelerated implementation schedule is desired. The core system (GL, Budget, AP, Purchasing and Requisitions, Payroll and Time and Attendance), should be live and fully functional within 6 months of a signed contract and the entire system and all implementation must completed within one year of a signed contract. Vendors must recommend an aggressive but realistic project timeline and commit resources sufficient to achieve these goals.

Data conversion is a critical issue that has to be resolved immediately after a contract has been signed. The primary resource for data conversion is retiring at the end of June, so files for conversion will have to be identified immediately and some sort of knowledge transfer and scripting will have to be performed immediately.

Washington County has no central IT staff to assist with project implementation, so all implementation and integration will fall upon the chosen vendor.

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In addition to a financial system, the County also requires a new Court Administration System which will be posted in a separate RFP.

The following table provides relevant information:

School District Employees	1300
County Employees	450
Funds: GENERAL FUND UPKEEP FUND (HIGHWAY) DEBT SERVICE FUND SOLID WASTE/SANITATION FUND CAPITAL PROJECT FUND DISTRICT ATTORNEY SALES TAX FUND DISTRICT ATTORNEY GENERAL FUND JUDICIAL DISTRICT DRUG TAX FORCE FUND DRUG FUND SCHOOL Funds: GENERAL PURPOSE SCHOOL FUND CAFETERIA FUND FEDERAL PROJECTS FUND SCHOOL ACTIVITY FUND	
County Population	125,000
Parcels	50,000
Estimated Number of Users of the entire system (not including employee self-help and employee time sheet entry).	135
Estimated Number of Concurrent Users	75

We are seeking proposals for the following products and services:

Summary Required Applications & Services	Comment
SaaS preferred, Customer Hosted optional	Washington County prefers a SaaS solution, but we will accept, review and seriously consider Customer Hosted Solutions as well.
Business Process Review & Consulting	Prior to implementation, Washington County desires a thorough on-site business process review. After the business process review, the vendor will recommend best practices and implement the recommendations in the system.
Project Management Services	Sufficient project management services in order to ensure a successful project outcome must be proposed by the vendor. The projection must be realistic in order to avoid cost overruns.
Turnkey Implementation & Configuration of all required modules using Best Practices.	All system configurations will be performed by the vendor, not by Washington County staff and this must be reflected in the proposal pricing. Any deviations from Best Practices implementation must be approved by County Executive Management.
General Ledger	The GL COA must comply with Tennessee Uniform Chart of Accounts. The fiscal year begins on July 1.
Budget Preparation and Accounting	Washington County uses a distributed budgeting model. The system should be configured so that authorized staff members in each department can begin developing the budget on or around February 1 and budget entry should be completed and closed for department entry on or around March 15th.

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Summary Required Applications & Services	Comment
Bank Account Reconciliation	Washington requires a solution for simplified bank account reconciliation of all of its bank accounts.
Purchasing, Requisitions, Accounts Payable	Washington County uses distributed requisitions/centralized accounts payable model where requisitions are entered at the departmental level and most, but not all invoices are processed centrally by Finance and Accounting. AP checks are printed by the Finance and Accounting Office and approved, stamped, and mailed by the Trustee. The County uses Positive Pay.
HR/Personnel, Payroll & Time and Attendance	Washington County uses a distributed payroll model where employees or supervisors in departments will enter and approve time. The County already uses Positive Pay. Most departments will require standardized configuration, but a few departments, including the Sheriff and the Library will require a more detailed configuration model with additional time tracking categories to track time for grant accounting and reporting requirements.
Accounts Receivable, billing, invoicing, and integrated receipting.	Washington County uses a distributed Accounts Receivable model. Each department with AR/General Billing requirements will require individual configuration.
Tax Billing, Tax Collection, Delinquent Tax Collection	The County Trustee creates tax bills after the annual budget has been approved. After 18 months of collection, delinquent taxes are turned over to the Clerk and Master for the Delinquent Tax Collection process. A single, integrated system for Tax Billing, Tax Collection, and Delinquent Tax Collection is preferred, but the County is willing to consider other options in order to find the best solution.
Fixed Assets	Fixed assets are currently maintained in a spreadsheet. Populate the fixed assets system with the current data.
Document Management	Import or direct scanning of supporting documents for transactions in all modules is required.
Flexible Workflow	A flexible workflow that allows for multiple layers of approval and verification in all modules.
CAFR Solution	Provide solutions for enabling the County to simplify the preparation time involved in the County CAFR.
Object Code added to current Account # structure	Provide consultative and configuration services to add additional object code detail to the current account # structure for more detailed tracking of purchases and expenses. Identify and implement other required coding not addressed by the Tennessee Uniform Chart of Accounts. Reorganize expense tracking by department to capture more details and eliminate the proliferation of spreadsheets and databases to track expenses not tracked in our current financial system in compliance with departmental requirements and Tennessee State requirements.
Ad Hoc Reporting	Provide tools for Ad Hoc reporting and train users on report development.
Data Conversion for essential data	Export, Conversion and Import of at least 2 years of essential data to populate the system for core financial system and payroll/HR to make the system functional – COA, vendor database, employee database for payroll and HR.
Training	Extensive, sufficient training for the project to be successful. On-site, classroom, hands on training with a combination of end user and train-the-trainer approaches is preferred. The County will select super users from each department for additional training, but all end users will require sufficient direct training from the vendor to use their resources competently.
On-Site, Go Live Support	We require On-Site, Go Live support for the rollout for each module.
Multiple environments -	At a minimum, configure both a production and test environment. The test environment will be used for training, testing of patches and updates. Train staff to refresh the test environment regularly Configure a separate,

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Summary Required Applications & Services	Comment
	isolated production environment.
Interface Development for Assessor, Court Administration, Register of Deeds, County Clerk, and potentially, Tax Collection.	By Interface development, we mean Washington County requires training, documentation and processes and procedures for export of Journal entries and data from existing systems in departments, including Assessor, Court Administration, Register of Deeds, County Clerk, Tax and Delinquent Tax Collection. Washington County has several specialized, vocational applications that require some sort of interface with a commercial financial system. Custom programs are not an option, but simplified export/import processes between the departmental application and the financial system are desirable.

Additional Applications & Services	
Tax Billing, Tax Collection, Delinquent Tax Billing and Collection, Foreclosure.	A complete system for Tax Billing, Tax Collection, Delinquent Tax Billing and Collection is preferred.

A. Project Goals

1. Create a *Real Time System of Record*, where there is universal agreement on the validity of the information.
2. Reduce or eliminate the amount of accounting and reporting that is currently performed in spreadsheets.
3. Empower elected officials and department heads to review and manage departmental finances with improved, accurate, real time posting and reporting of financial transactions.
4. Eliminate inefficiencies in workflow for financial transactions, especially Account Receivable, Accounts Payable, and Payroll.
5. Distribute the workload of financial accounting and eliminate single points of failure.
6. Improve the visibility and clarity of financial accounting so that the County's finances are understood by all.
7. Institute efficiencies in business processes in order to eliminate duplication of effort.
   a. Eliminate duplicate data entry.
   b. Reduce the number of manual Journal Entries.
8. Simplify the production of the annual CAFR and other required reports.
9. Initiate true Fixed Asset accounting.
10. Move toward a paperless environment for financial accounting and document management.

B. Breakdown of Major Services and Process Changes by Department

1. All Departments

a. *Budget Preparation*
The County desires a distributed, baseline budget preparation process where departments enter the budget for the new fiscal year between February 1 and March 15 (hard deadline). Multiple levels of workflow approval will include Department Official or Department Head, Budget Officer, and Commission approval.

b. Requisitions

Requisitions are entered by authorized users in each department and approved by the department head. If a purchase is already budgeted, the Purchasing Director approves the requisition and creates a Purchase Order. Configure the requisition system so that authorized users from each department can enter requisitions subject to approval by the Department Head and the Purchasing office with a paperless workflow. After a PO is issued, the Purchasing Director orders the product. Receiving should be a distributed model.

For unbudgeted purchases, the Purchasing Director can approve up to $500 in over budget purchasing. Unbudgeted purchases over $500 must be approved by Committee authorization.

c. Time Sheets

Configure electronic time sheets. The library and Sheriff will require additional time categories over and above the categories required for other County employees. Additionally, employees must be able to enter requests for standard reimbursement for items such as mileage and travel reimbursement. Employee expense reimbursement should be disbursed in payroll so that a separate AP run is not required.

d. Revenue

Revenue should be billed and receipted by the originating department with a workflow that allows the Trustee to acknowledge and approve AR/General Billing transactions. Some departments, such as the Sheriff, have their own bank accounts.

e. Employee Self Service

Configure Employee Self Service so that employees can download pay stubs, download W2's, view benefit time accrual and change benefit elections.

2. Trustee

The Washington County Trustee acts as the general banker for the County and serves 3 primary functions:

1. Collects Property Taxes

2. Receives and disburses County funds

3. Manages the County's cash flow

Currently, several departments receive revenue through numerous sources and deposit those funds in their own checking accounts. At the end of each month, the departments turn over the funds to the Trustee along with a detailed accounting for those funds. At the end of the subsequent month, the County trustee reports the receipt of those funds to the Finance and Accounting office for posting to the County's books. Essentially, the funds are receipted and posted three times in three different systems. Streamlining this workflow, so that the revenue is immediately posted to the County's books is a major goal of this project.

A workflow that allows departments to receipt the revenue in real time, allows the trustee to verify and approve the transactions, and allows the Finance and Accounting office to see the revenue immediately is desired.

Washington County has a 100% Direct Deposit policy for payroll. Other tasks performed by the Trustee include upload of positive pay for accounts payable and payroll. Currently, AP check runs are 100% paper based and are performed by the Finance and Accounting office. The checks are submitted to the Trustee who stamps each individual check and uploads the positive pay file. The County desires to streamline this operation, including making payments to vendors through EFT rather than paper checks, where possible.

3. **Finance and Accounting**

The Finance and Accounting office processes payroll and AP checks, prepares the budget and provides numerous reports to departments and the County Commission. Additionally, Washington County desires to distribute the reporting process so that departments are able to generate all their own reports.

4. **Purchasing**

Configure Purchasing and Requisitions and provide appropriate forms for these tasks.

5. **Personnel**

Personnel is a new department at Washington County and there is currently no software for personnel management. A system for managing personnel as well as more interaction and data sharing between Personnel and Payroll is a project goal. Currently, Constitutional Office Holders hire their own staff without input from Personnel. No Applicant Tracking is required, but this may be a required in the future if the County centralizes hiring functions.

6. **Sheriff**

The Sheriff's department is the largest department in the County. They collect revenue from several sources, deposit the revenue in their own checking accounts and remit the revenue to the Trustee monthly. Real time posting of revenue at the source of the transaction is desired and the vendor will develop process and procedures for workflow to streamline this process. The Sheriff has additional tracking requirements for employee time tracking in order to track time spent for grants and special programs.

7. **School District**

The school district is part of the County and the County staff will provide core administrative functions including budget, GL, payroll, AP, purchasing, and employee self service.

8. **Assessor**

The Assessor posts assessment data in the Tenessee state Impact System and there is a cutoff on September 1, after which the tax roll is provided to the Trustee electronically for upload.

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9. Zoning

Zoning generates invoices manually using a custom developed Access database to capture required data. Invoices are printed and taken to the County Clerk for payment. Streamline this process by training Zoning staff to enter and generate invoices so that the invoice information is only entered once and is available for the County Clerk to accept the payments.

10. Other Departments –

Services as required, described below.

Summary of Required Modules by Department

Department	Required Services
Agricultural Extension	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service.
Circuit Court	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service.
Clerk and Master	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service.
Commissioners	
County Clerk	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service.
Finance and Accounting	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service, Payroll, Accounts Payable.
Health	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service.
Highway	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service.
Human Resources	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service, HR.
Juvenile Services	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service.
Legal Services	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service.
Mayor	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service.
Property Assessor	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service.
Purchasing	Budget, Requisitions and Purchasing, AP, Reporting, Time and Attendance, Employee Self Service.
Records Management	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service.
Register of Deeds	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service.
Sheriff	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service, General Billing
Solid Waste	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service.
Trustee	Tax, General Billing, Account

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Department	Required Services
	Reconciliation, Payroll, AP
Zoning	Budget, Requisitions, Reporting, Time and Attendance, Employee Self Service, General Billing.

IV. Service Specifications, Questions and Descriptions

This completed proposal, including any final negotiated proposal will be incorporated with the final, negotiated contract with the selected vendor or vendors.

Vendors must provide the information requested in the following tables and check either yes or no with regard to the requested standards. Use the comment field to describe partial compliance or other relevant information. DO NOT INCLUDE formatted proprietary corporate marketing information in this document. Vendors are welcome to submit such marketing information separately.

A. Products, Scope of Services and Specifications for Required Products

Provide a Financial Accounting and Management System (ERP) for Washington County, Tennessee. A SaaS solution is preferred, but the County will seriously consider a Customer Hosted solution. The vendor will provide a system with the following specifications and will provide the scope of services identified in Sections III and IV. Compliance with the most or all of the following specifications is highly desirable, but not mandatory. The lack of any feature or service will not disqualify a product from further consideration.

Check *Yes* if your product fully complies with the standard, or check *No* if it is not fully compliant. Use the comment field for further explanation or to describe modification that may be required to make it fully compliant. If there will be an additional charge for modification to comply with a standard, this must be indicated in the Comment section.

If a question asks whether you will provide a specific service or feature, answering *Yes indicates that you are including that product or service in your total price proposal.* If this is not the case, you must check No and include information on the additional cost in the Comment section.

1. Regulatory Compliance

Standard	Yes	No	Comment
The General Ledger provides the procedural functions of a fund accounting system in conformity with GAAP and GASB accounting standards.	☐	☐	Click here to enter text.
The General Ledger and Chart of Accounts will be configured to comply with requirements and standards of the Tennessee State Comptroller's Office Uniform Chart of Accounts and specific Washington County requirements.	☐	☐	Click here to enter text.
You are providing a Turnkey solution, not a Train the Trainer approach to the project. Your staff will provide complete configuration services for all modules.	☐	☐	Click here to enter text.
The quantity of services you have proposed is sufficient for a Turnkey solution.	☐	☐	Click here to enter text.

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Standard	Yes	No	Comment
The Document Management component or system has a flexible document retention schedule that will be configured to comply with requirements of current Tennessee Archives Management Advisories.	☐	☐	Click here to enter text.
The system has flexible security features that allow for enforcement of the County's *Comprehensive Security Policy (in development)* for compliance with HIPAA, PCI and other state or federally mandated statutes and regulations.	☐	☐	Click here to enter text.

2. IT Requirements for a Customer Hosted Solution

Standard	Yes	No	Comment
If a Customer Hosted solution is proposed, Washington County will provide functional servers built to your specifications for the proposed solution. Your company will include installation and configuration of all back-end software, including SQL server and other utilities required for your system to operate. This may be performed on-site or remotely.	☐	☐	Click here to enter text.
Your company will provide complete documentation for backend software installation and configuration at no extra charge so that the County can recover easily in case of a disaster.	☐	☐	Click here to enter text.
Your company provides options for Operating System and Database Administration support on application file servers.	☐	☐	Click here to enter text.
The proposed solution will provide acceptable performance for end users over remote VPN connections and a 10MB core metro IP service.	☐	☐	Click here to enter text.

Question	Answer
What server OS platform(s) does the proposed solution run on? If multiple platforms are supported, what are your requirements and recommendations?	Click here to enter text.
How many servers are required to run the proposed solution?	Click here to enter text.
Do you support shared servers or require dedicated servers?	Click here to enter text.
What database engine and version does the proposed solution require?	Click here to enter text.
How many database servers are required to run the proposed solution?	Click here to enter text.
Do you support virtual servers? Or do you require physical servers.	Click here to enter text.
Do you support shared virtual or physical servers or do you require dedicated virtual or physical servers?	Click here to enter text.

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Question	Answer
If you do support virtualization, what specific virtualized environments do you support?	Click here to enter text.
Do you support Windows 7, 64 bit and 32 bit workstations? Windows 8, 64 bit and 32 bit workstations?	Click here to enter text.
Does your solution use a client for any software component in this proposed solution? Or is it web based? If web based, what browsers do you support?	Click here to enter text.
If you use client software for any modules, describe the requirements and options available for client deployment and update.	Click here to enter text.
If you do support virtualization, what specific virtualized environments do you support?	Click here to enter text.
Do you support Windows 7, 64 bit and 32 bit workstations? Windows 8, 64 bit and 32 bit workstations?	Click here to enter text.
Does your solution use a client? Or is it web based? If web based, what browsers do you support?	Click here to enter text.
If you use client software for any modules, describe the requirements and options available for client deployment and update.	Click here to enter text.
Describe your requirements for Remote Access during the implementation stage. Washington County currently support remote access over Cisco Any Connect.	Click here to enter text.
Describe post-implementation remote access requirements.	Click here to enter text.
Can System Security be integrated with Active Directory for single sign on capability? Is this approach recommended?	Click here to enter text.
Are all reporting and query functions fully integrated with the system?	Click here to enter text.
Do any reporting or query functions require third party tools to function? If so, identify all third party tools that are required.	Click here to enter text.
Do you recommend any additional third party tools for reporting and query? If so, please identify.	Click here to enter text.
Are there any additional third party tools required or recommended for any components of your solution?	Click here to enter text.

3. SaaS Solution Requirements

Standard	Yes	No	Comment
All SaaS data and applications are stored in the Continental United States.	☐	☐	Click here to enter text.

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Standard	Yes	No	Comment
All data stored by the SaaS provider is secured in a manner which prevents unauthorized access from internal and external parties.	☐	☐	Click here to enter text.
All SaaS data is encrypted.	☐	☐	Click here to enter text.
Transmission of SaaS data is protected by 128 bit or higher SSL for HTTP traffic using trusted third party certificates.	☐	☐	Click here to enter text.
Non-HTTP traffic is protected by SSH V 2 or other secure method (describe in detail) during transmission.	☐	☐	Click here to enter text.
What DNS does the SaaS Solution use? The Vendor's DNS or County's DNS?			Click here to enter text.
Describe the SaaS backup methodology, procedures and retention Periods.			Click here to enter text.
Backups are stored offsite.	☐	☐	Click here to enter text.
Backups are encrypted.	☐	☐	Click here to enter text.
Does the SaaS solution require any client for any component of the proposed solution? If so, please describe in detail.	☐	☐	Click here to enter text.
Describe the Disaster Recovery and Contingency Plans for the SaaS System.			Click here to enter text.
What is the documented, historical uptime for the SaaS system (in nines, i.e. 99.9, etc.). Describe any major system downtime (more than 4 hours) since the solution has been in place.			Click here to enter text.
Describe the security precautions for the SaaS system, including Intrusion Detection methodology, logging and other security precautions used to protect the Confidentiality, Integrity, and Availability of the data.			Click here to enter text.
All data is exclusively owned by Washington County and a written agreement is required if the SaaS provider will use the data for anything other than providing all agreed services.	☐	☐	Click here to enter text.
Vendor shall treat all data that it receives from Washington County, or is otherwise exposed to within Washington County data systems, with the highest degree of confidentiality and in compliance with all applicable federal and state laws and regulations and Washington County policies.	☐	☐	Click here to enter text.
Vendor shall employ commercial best practices for ensuring the security of all Washington County electronic and paper data accessed, used, maintained, or disposed of in the course of Vendor's performance under this Agreement. Vendor shall only use such data for the purpose of fulfilling its duties under this Agreement and shall not further disclose such data to any third party without the prior written consent of Washington County or as otherwise required by law.	☐	☐	Click here to enter text

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Standard	Yes	No	Comment
Immediately upon becoming aware of a breach of the Vendor's security that reasonably may have resulted in unauthorized access to Washington County data, Vendor shall notify Washington County and shall cooperate fully with the County's investigation of and response to the incident.			Click here to enter text.
In the event of termination of contract, and at no extra charge except for reasonable charges for time and materials, all data will be returned to Washington County in a suitable standard format and wiped from the SaaS provider's systems, including removal of backup data from backup media if the retention period is too long for aging to occur naturally.			Click here to enter text.
In preparation of any event requiring the transition of the data to a different SaaS system, or internally to Washington County for continuing services, the vendor will provide migration strategies and complete documentation for complete extraction of data.			Click here to enter text.
Please attach a copy of the Service Level Agreement for SaaS hosting services.			
Describe the Disaster Recover and Contingency planning processes for the proposed system.			Click here to enter text.
List the desktop operating systems that are supported by the SaaS system.			Click here to enter text.
List the browsers that are supported by the SaaS system.			Click here to enter text.

4. Training, Support and Documentation

Standard	Yes	No	Comment
The bulk of the training will be conducted on-site in the Washington County Computer lab or other facility on a test/training environment using Washington County data.			Click here to enter text.
Training will be a separate engagement from implementation, installation, and configuration. At no time will trainers be involved in implementation or troubleshooting issues while they are on-site for training.			Click here to enter text.
If training sessions fail due to technology failure or due to lack of readiness for the product you will repeat the training at no extra charge to the County.			Click here to enter text.
The proposed solution will include extensive, on-site Go Live support for rollout of all modules.			Click here to enter text.
The proposed product has extensive, context sensitive built-in help features and a detailed online manual for all modules.			Click here to enter text.

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Standard	Yes	No	Comment
A library of on-demand training videos is available on your support website to customer under a current support contract.	☐	☐	Click here to enter text.
A library of on-demand *How To* documents and FAQ's is available on your support website to customer under a current support contract.	☐	☐	Click here to enter text.
Washington County may make video and audio recordings of demos and on-site training and webinars at no extra charge.	☐	☐	Click here to enter text.
A data dictionary will be provided which lists all data elements, descriptions and *where used* information.	☐	☐	Click here to enter text.
This data dictionary is utilized by report writer/query tools *supplied* with the application software.	☐	☐	Click here to enter text.
The vendor and County will work together to customize and document processes and procedures in detail for all functions and operations.	☐	☐	Click here to enter text.
Has an audit or controls review been performed on the application software by a public accounting firm or other organization? If yes, please include a copy with your proposal.	☐	☐	Click here to enter text.
If the product proposed here is retired and/or superseded by a new product from your company, and Washington County is current in support payments, you will provide the new product free of charge.	☐	☐	Click here to enter text.

Please complete the following information:

Question	Answer
What are your standard help desk hours in eastern time?	Click here to enter text.
Please provide a copy of your Support Service Level Agreement as a separate attachment.	
What is the procedure, if any, for extended hours and emergency support? Is 24X7 support available?	Click here to enter text.
Please describe the options and services available for disaster recovery.	Click here to enter text.
Please describe the optional services available for database administration and operating system support on the system's servers.	Click here to enter text.
Describe in detail how you charge for training, transportation, travel time, lodging, meals and other expenses for on-site implementation and training.	Click here to enter text.

5. Software Licensing & Users

Standard	Comment

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Standard	Comment
Describe the licensing model your company uses in detail. Is this model by seat for each module? Or is it an enterprise model? Use the space below if you require more space to describe the licensing model.	Click here to enter text.

Additional Information on Licensing Model: Click here to enter text.

6. Business Process Analysis & Project Management

Standard	Yes	No	Comment
You will provide an onsite Business Process Review and an analysis of Accounting Practices as part of this project. Use the space below to describe these services in detail.	☐	☐	Click here to enter text.
You will provide written recommendations for workflow, business processes, COA and GL configuration, payroll and AP and AR.	☐	☐	Click here to enter text.
You will dedicate a project manager to this project for Click here to enter text. per week to ensure the success of the project.	☐	☐	Click here to enter text.

Provide a detailed description of Business Process Analysis services that are being offered as part of this project.

Click here to enter text.

Keeping in mind that this is a **Turnkey** project, describe your proposed Project Management methodology and the roles and responsibilities of your company as well as the roles and responsibilities that are expected of the County during the project implementation cycle. Discuss the requirement, if any, for any additional parties in the process. Washington County will provide a Project Manager and a small implementation team to make key decisions concerning configuration during the implementation process.

Click here to enter text.

7. System, System Security and Workflow

Standard	Yes	No	Comment
You will provide turnkey configuration of the base system, system users, and system security by department so that each department/user/role has access to modify and/or view only data to which they are authorized.	☐	☐	Click here to enter text.
All modules included in this proposal are fully integrated. If not, identify which modules are not fully integrated.	☐	'	Click here to enter text.
Tools are available for the following:			
Audit Log Administration	☐	☐	Click here to enter text.

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Standard	Yes	No	Comment
Security Administration	☐		Click here to enter text
Workflow	☐	☐	Click here to enter text.
Report Writing	☐	☐	Click here to enter text
Query Builder	☐	☐	Click here to enter text
Form, screen, and Page design	☐	☐	Click here to enter text.
System allows attachment of Word, Excel, TIFF, and PDF documents in all modules. If no, identify the modules where this is not available.	☐	☐	Click here to enter text.
Security can be defined for attached documents so that only authorized users can view and manipulate the attachments.	☐	☐	Click here to enter text
Security features allow for sensitive data such as EIN, Passwords, Credit Card numbers, social security numbers, driver's license numbers, Medical Information and other statutorily protected data to be hidden or masked during entry and viewing.	☐	☐	Click here to enter text.
All modules can be accessed with a single sign-on.	☐	☐	Click here to enter text.
All data is encrypted with SSL or other security technology (specify) when accessed via:			
Internet	☐	☐	Click here to enter text.
Intranet	☐	☐	Click here to enter text.
System provides the following levels of security:			
Enterprise	☐	☐	Click here to enter text.
Department	☐	☐	Click here to enter text.
Group	☐	☐	Click here to enter text.
Role	☐	☐	Click here to enter text.
Position	☐	☐	Click here to enter text.
Job Function	☐	☐	Click here to enter text.
User	☐	☐	Click here to enter text.
Security can be configured at the following levels:			
Global	☐	☐	Click here to enter text
Module	☐	☐	Click here to enter text.
Screen and Menu	☐		Click here to enter text.
Report	☐	☐	Click here to enter text.
Record	☐	☐	Click here to enter text.
Field	☐	☐	Click here to enter text.
Attachment	☐	☐	Click here to enter text.
Workflow is available in the following modules:			
General Ledger	☐		Click here to enter text.
Budget	☐		Click here to enter text
Purchasing	☐	☐	Click here to enter text.
Accounts Payable	☐	☐	Click here to enter text.
Accounts Receivable	☐		Click here to enter text.
Fixed Assets	☐		Click here to enter text
HR	☐	☐	Click here to enter text
Applicant Tracking	☐		Click here to enter text.

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Standard	Yes	No	Comment
Benefits Admin	☐	☐	Click here to enter text.
Position Control	☐	☐	Click here to enter text.
Payroll	☐	☐	Click here to enter text.
Time and Attendance	☐	☐	Click here to enter text.
Employee Self Service	☐	☐	Click here to enter text.
Workflow assignments can be rerouted to different authorized approvers based on availability.	☐	☐	Click here to enter text.
Workflow approvals can be rerouted to a secondary approver.	☐	☐	Click here to enter text.
Workflow approval processes are available for:			
Purchasing Process	☐	☐	Click here to enter text.
Time Sheet Entry and leave requests	☐	☐	Click here to enter text.
Accounts Payable	☐	☐	Click here to enter text.
Purchasing	☐	☐	Click here to enter text.
Budget Review	☐	☐	Click here to enter text.
Fixed Asset Disposal	☐	☐	Click here to enter text.
Hiring Process	☐	☐	Click here to enter text.
Self Service changes	☐	☐	Click here to enter text.
Salary and rate changes.	☐	☐	Click here to enter text.
Benefits enrollment	☐	☐	Click here to enter text.
Audit Trail			
System provides an automated audit trail of all system transactions.	☐	☐	Click here to enter text.
Ability to ensure all data is archived before being purged.	☐	☐	Click here to enter text.
Record the following data on all transactions:	☐	☐	Click here to enter text.
Type of Change	☐	☐	Click here to enter text.
Operator ID	☐	☐	Click here to enter text.
Date	☐	☐	Click here to enter text.
Time	☐	☐	Click here to enter text.
Old Value	☐	☐	Click here to enter text.
New Value	☐	☐	Click here to enter text.
Transaction Number	☐	☐	Click here to enter text.

8. General Ledger and Chart of Accounts.

Standard	Yes	No	Comment
You will include extensive consultative services to setup, migrate, and configure the General Ledger, Funds and Chart of Accounts in accordance with requirements of the Tennessee State Comptroller's office Uniform Chart of Accounts. All accounts will be included.	☐	☐	Click here to enter text.

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Standard	Yes	No	Comment
You will provide consultative and development services to develop automated processes and procedures for importing and exporting journal entries from and to departments with vocational applications including, County Clerk (BIS), and Register of Deeds (BIS).	☐	☐	Click here to enter text
Support and configure the funds enumerated above. The current Chart of Accounts is attached, but will need additional development and modification to make it complete. (Define limitations on the number of funds).	☐	☐	Click here to enter text
You will provide consultative and configuration services to setup and configure project and grant tracking capabilities.	☐	☐	Click here to enter text.
You will provide consultative and configuration services to assist with the development and inclusion of an additional object code and and potentially a building code for additional detailed reporting.	☐	☐	Click here to enter text.
Describe the flexibility and any limiations on the account number structure.	☐	☐	Click here to enter text.
The system produces CAFR reports directly from the application? Describe the features for CAFR reporting options in detail.	☐	☐	Click here to enter text.
If the system is not capable of producing the CAFR directly from the application, describe the capabilities for producing CAFR related reports and expediting the CAFR production process.	☐	☐	Click here to enter text.
The proposed solution supports GASB 34 infrastructure and reporting format?	☐	☐	Click here to enter text.
The proposed solution supports encumbrance accounting.	☐	☐	Click here to enter text.
Supports the following basis of accounting:			
Cash	☐	☐	Click here to enter text.
Modified Accrual	☐	☐	Click here to enter text.
Full Accrual	☐	☐	Click here to enter text.
Designates each GL Account by the following account types:			
Asset	☐	☐	Click here to enter text.
Liability	☐	☐	Click here to enter text.
Fund Equity	☐	☐	Click here to enter text.
Revenue	☐	☐	Click here to enter text.
Expense	☐	☐	Click here to enter text.
System contains the following indicators for accounts:			
Active	☐	☐	Click here to enter text
Inactive	☐	☐	Click here to enter text.

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Standard	Yes	No	Comment
Supports chart of account changes and maintains records of historical Chart of Accounts.	☐		Click here to enter text.
Segments of the Chart of Accounts can be grouped on a user-defined basis into multiple reporting hierarchies.	☐		Click here to enter text.
System prevents accounts from being deleted if any activity is posted to them without proper security.	☐	☐	Click here to enter text.
Process journal entries that reverse automatically.	☐	☐	Click here to enter text.
System is fully integrated with the following modules with on line, real-time processing with the GL:			
Payroll/Leave?	☐	☐	Click here to enter text.
Attendance accrual and tracking?	☐	☐	Click here to enter text.
Purchase Orders/Encumbrances, Accounts Payable?	☐	☐	Click here to enter text.
Accounts Receivable?	☐	☐	Click here to enter text.
Miscellaneous billing and collections?	☐	☐	Click here to enter text.
Budget Preparation and Accounting?	☐	☐	Click here to enter text.
Fixed Assets?	☐	☐	Click here to enter text.
General Cash Receipting	☐	☐	Click here to enter text.
Personnel and Position Control?	☐	☐	Click here to enter text.
Ad Hoc Report Writer?	☐	☐	Click here to enter text.
The system allows the ability to maintain two open accounting years. (Describe limitations).	☐	☐	Click here to enter text.
The system allows the ability to work in more than one fiscal period at the same time. (Describe limitations).	☐	☐	Click here to enter text.
The system provides additional periods or a 13ᵗʰ month for year-end adjustments. (Describe in detail).	☐	☐	Click here to enter text.
The System maintains detailed financial records for at least Click here to enter text.years in all departments. Define any limitations.	☐	_	Click here to enter text.
Users can post transaction in a new fiscal year prior to closing the previous year.	☐	_	Click here to enter text.
Ability to produce reports for fiscal, calendar, and other periods for mandated requirements?	☐	_	Click here to enter text.
Ability to produce reports with "As of" date reporting.	☐	☐	Click here to enter text.
Provide detailed history of individual account, Y-T-D, month to date, showing all of the activity?	☐	_	Click here to enter text.
Reproduce a posting from history with detail line drill down from the current as well as the prior year?	☐	☐	Click here to enter text.
G/L detail activity to sub-total detail by month and YTD account balance?	☐		Click here to enter text.
Drill down capability from any screen?	☐	☐	Click here to enter text
Produce schedules for pre-audit report?		☐	Click here to enter text.
Generate reports by Fund, department, account type, use code or object code and/or the Revenue code?	☐		Click here to enter text.

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Standard	Yes	No	Comment
Journal Entries			
System assigns Journal Entry Numbers:			
Automatically	☐	☐	Click here to enter text
Manually	☐	☐	Click here to enter text
Support the creation and distribution of Recurring Journal entries?	☐	☐	Click here to enter text.
Reproduce a posting from history with detail line drill down from the current as well as the prior year?			Click here to enter text
System supports multiple line items for Journal Entries?	☐	☐	Click here to enter text
System shows the source of the transaction (e.g., manual entry or automated entry from another module).	☐	☐	Click here to enter text
Journal transactions can be entered and scheduled using effective dates (e.g., posting does not occur until effective date).	☐	☐	Click here to enter text.
Journal Entries are posted in Real Time or Batch	☐	☐	Click here to enter text.
Journal Entries can be configured with Workflow approval so that entries can be confirmed by the Treasurer's Office and the affected department with either department initiating the transaction.	☐	☐	Click here to enter text.
Users can import journal entries from external sources, i.e. Microsoft Excel, CSV files, or files exported from other applications.	☐	☐	Click here to enter text.
All journal entries balance prior to posting (hard error if entries not balanced, manual override of error with proper security authorization)	☐	☐	Click here to enter text.
Reports and Queries			

f. GL Reports and Queries –

Please insert below a list of all the standard reports and queries that come with the system as part of the *out of the box* configuration.

Click here to enter text.

9. Budget Preparation and Accounting

Standard	Yes	No	Comment
You will include extensive consultative services to setup, migrate, and configure the budget module and will migrate and populate the budget module with the current budget.	☐	☐	Click here to enter text.
Budget system uses the primary system's Chart of Accounts?	☐	☐	Click here to enter text.
Budget data exportable to spreadsheet for offline budget preparation that is later importable?	☐	☐	Click here to enter text.
Prior 5 year detail is available on line to provide a comparative presentation of current year budget vs. prior year budget vs. actual from most recent?	☐	☐	Click here to enter text.

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Standard	Yes	No	Comment
The system stores Click here to enter text. Years of budget revisions separately from the original budget.	☐	☐	Click here to enter text.
The system permits budget adjustments as required?	☐	☐	Click here to enter text.
Maintain two or more fiscal years concurrently?	☐	☐	Click here to enter text.
System allows authorized department users to only view and change their accounts?	☐	☐	Click here to enter text.
Prior year's detail history is available to user departments?	☐	☐	Click here to enter text.
Departments can develop both summary and detailed budgets?	☐	☐	Click here to enter text.
Users can view prior year's line-item budget while entering new budget?	☐	☐	Click here to enter text.
System supports drill down of budget line items to the detail producing the line item?	☐	☐	Click here to enter text.
System can create a budget worksheet from live payroll data?	☐	☐	Click here to enter text.
Use Position Control as a budget preparation tool?	☐	☐	Click here to enter text.
Automatically notify department users when line items are over budget and/or when a purchase order is over appropriation.	☐	☐	Click here to enter text.
Supports multiple versions of the budget with a final control version?	☐	☐	Click here to enter text.
Supports entering and viewing the following versions of the budget?			
Department request?	☐	☐	Click here to enter text.
Budget Office request?	☐	☐	Click here to enter text.
Executive level request?	☐	☐	Click here to enter text.
Tentative Budget?	☐	☐	Click here to enter text.
Adopted Budget?	☐	☐	Click here to enter text.
Does the adopted budget automatically create the new year's journal transaction?	☐	☐	Click here to enter text.
The System creates an initial version of the budget using the following:			
Zero balances in all accounts?	☐		Click here to enter text.
Current year's original budget?	☐	☐	Click here to enter text.
Last year's original budget?	☐	☐	Click here to enter text.
Last year's budgeted total?	☐	☐	Click here to enter text.
Last year's actuals?	☐	☐	Click here to enter text.
Last year's amended budget?	☐	☐	Click here to enter text.
Current year's actuals plus/minus a percentage?	☐	☐	Click here to enter text.
Current year's budget plus/minus a percentage	☐	☐	Click here to enter text.
Projection based on percentage of last year's actual?	☐	☐	Click here to enter text.
Projection based on estimated actuals from current year?	☐	☐	Click here to enter text.
The system can save budget forecasts?	☐	☐	Click here to enter text.
System allows users to adjust the base budget line items or summary totals by.			
Percentage?	☐		Click here to enter text.

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Standard	Yes	No	Comment
Dollar amount?	☐	☐	Click here to enter text.
System allows attachments of non-financial data?	☐	☐	Click here to enter text.
Budget Adjustments			
System allows transfers:			
Between departmental accounts?	☐	☐	Click here to enter text
Between funds?	☐	☐	Click here to enter text.
Between departments?	☐	☐	Click here to enter text.
Tracks all budget changes, type of change, and reason for change.	☐	☐	Click here to enter text

Provide a list of standard, included budget reports and queries:

Click here to enter text.

10. Bank Reconciliation

Standard	Yes	No	Comment
Provide a solution for bank reconciliation. Washington County has at least 12 bank accounts, some of which are managed by departments and some by the Trustee's office.	☐	☐	Click here to enter text.
Describe the essential features and functionality of the system for bank reconciliation.			Click here to enter text.

11. Requisitions, Purchasing, Accounts Payable

Washington County uses a distributed Requisitions/Purchasing model but Accounts payable is centralized (mostly). Requisitions are entered and approved by authorized personnel in individual departments. Authorized department personnel enter invoices for payment and there is an approval and verification process in place for that as well. After the approval and verification process has been completed, checks are printed by the Finance and Accounting office in batch mode as required on no particular schedule.

Washington County is interested in streamlining these processes and is in the process of developing more efficient processes using electronic workflow approval and we are open to vendor input for developing more efficient processes and procedures to accomplish this goal.

o. Specific Services & Features

Standard	Yes	No	Comment
Provide turnkey configuration of requisitions, purchasing, and accounts payable systems to include importing vendor and AP data from the current system to the proposed system.	☐	☐	Click here to enter text.
Provide configuration of workflow, for each department, to enable multiple levels of approval for the requisition, purchasing, and accounts payable process.	☐	☐	Click here to enter text.

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Standard	Yes	No	Comment
Configure requisition and purchase order forms to County Specifications.	☐	☐	Click here to enter text.
Your solution supports multiple methods of payment including Purchasing Cards, Check, and ACH/EFT payments.	☐	☐	Click here to enter text.
You will coordinate with the County and its banks and create a process for output and input files for transmission to banks for ACH/EFT transactions to be exchanged between banks and the County.	☐	☐	Click here to enter text.
You will coordinate with the County and its Purchase Card issuer(s) and create a process for output and input files for exchange of Purchase Card transactions.	☐	☐	Click here to enter text.
The system allows for emergency purchases and immediate checks.	☐	☐	Click here to enter text.
Vendor address, PO Number, and invoice number is printed on the AP check.	☐	☐	Click here to enter text.
Provides a space for comments.	☐	☐	Click here to enter text.
Address format for window envelope for check in laser printing format?	☐	☐	Click here to enter text.
Vendors can be purged for inactivity by date of last transaction?	☐	☐	Click here to enter text.
Allow assignment of vendor numbers, purchase order numbers, contract numbers, bid numbers, and purchase requisition numbers to be assigned:			
Automatically	☐	☐	Click here to enter text.
Manually	☐	☐	Click here to enter text.

b. Requisitions

Standard	Yes	No	Comment
Encumbrance override for negative account balances with workflow approval?	☐	☐	Click here to enter text.
Track the following data with respect to requisitions:			
Requested by?	☐	☐	Click here to enter text.
Date Requested?	☐	☐	Click here to enter text.
Scheduled delivery date?	☐	☐	Click here to enter text.
Shipping address?	☐	☐	Click here to enter text.
Delivery Instructions	☐	☐	Click here to enter text.
Vendor Contact?	☐	☐	Click here to enter text.
Requisition #?	☐	☐	Click here to enter text.
Vendor Quote #?	☐	☐	Click here to enter text.
Comment field (identify limitations).	☐	☐	Click here to enter text.
Enter zero amounts (no charge items)	☐	☐	Click here to enter text.
Enter negative amounts (credits)	☐	☐	Click here to enter text.
Process a discount or credit against all line items?	☐	☐	Click here to enter text.
Ability to cancel a requisition or PO in total and return encumbered funds to budget.	☐	☐	Click here to enter text

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Standard	Yes	No	Comment
Permit canceling line items on a PO?	☐	☐	Click here to enter text
Does the system allow:			
Changes in quantities or dollars?	☐	☐	Click here to enter text
Partial receiving?	☐	☐	Click here to enter text
Show returned goods on purchase order so a debit to a vendor can be made or a credit from a vendor can be processed?	☐	☐	Click here to enter text.
Users can effective date Requisitions to start in the next fiscal Year and impact the next year's budget?	☐	☐	Click here to enter text.
Create requisition templates?	☐	☐	Click here to enter text.
System will support a hard stop of any purchasing transaction with insufficient funds (with override)?	☐	☐	Click here to enter text
System will support a soft stop of any purchasing transaction with insufficient funds (with override)?	☐	☐	Click here to enter text.
Create a bid from a requisition?	☐	☐	Click here to enter text.
Track bid/RFP by:			
Dollar amount?	☐	☐	Click here to enter text
Bid List?	☐	☐	Click here to enter text.
Vendor Responses?	☐	☐	Click here to enter text.
Attachments, proposals, Bids?	☐	☐	Click here to enter text.
Date?	☐	☐	Click here to enter text.
Bid #	☐	☐	Click here to enter text.
RFP #?	☐	☐	Click here to enter text.
Project Title	☐	☐	Click here to enter text.

c. Reporting and Searching

Standard	Yes	No	Comment
Search vendor by name?	☐	☐	Click here to enter text.
Search PO by Account?	☐	☐	Click here to enter text.
Search PO by PO #?	☐	☐	Click here to enter text.
Payments – by account?	☐	☐	Click here to enter text.
Payments by creditor?	☐	☐	Click here to enter text.
Payments by building?	☐	☐	Click here to enter text.
Payments by PO #?	☐	☐	Click here to enter text.
Pending Payments?	☐	☐	Click here to enter text.
Payments by check number?	☐	☐	Click here to enter text.
Accounts Payable – annual/year to date?	☐	☐	Click here to enter text.
Accounts Payable – annual/year to date for selected accounts?	☐	☐	Click here to enter text.
Accounts Payable – selected period and/or accounts?	☐	☐	Click here to enter text.
Reports by specific code (for grants, FEMA reimbursement) ?	☐	☐	Click here to enter text.
Aged Payables Report?	☐		Click here to enter text.
Vendor Payment History?	☐	☐	Click here to enter text.
Open PO's?	☐	☐	Click here to enter text.

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Standard	Yes	No	Comment
1099's?	☐	☐	Click here to enter text.
Produce 1099 forms?	☐	☐	Click here to enter text.

Provide a list of standard, included AP and Purchasing Reports:

Click here to enter text.

d. Vendor File

Standard	Yes	No	Comment
You will migrate the current vendor file to the proposed system?	☐	☐	Click here to enter text.
Purchasing and AP share same vendor file.	☐	☐	Click here to enter text.
Store the following vendor information:			
Vendor name	☐	☐	Click here to enter text.
Vendor type	☐	☐	Click here to enter text.
Vendor category (e.g., attorneys, consultants, contractors, etc.)	☐	☐	Click here to enter text.
Individual name (first, middle, last)	☐	☐	Click here to enter text.
Corporation/Company name	☐	☐	Click here to enter text.
"Doing Business As" Name	☐	☐	Click here to enter text.
Vendor number	☐	☐	Click here to enter text.
Multiple addresses (e.g., bid, orders, remit to, etc.)	☐	☐	Click here to enter text.
Vendor e-mail and web site information	☐	☐	Click here to enter text.
Contact person(s)	☐	☐	Click here to enter text.
Federal Tax Identification Number (TIN)	☐	☐	Click here to enter text.
Tax ID status/W-9 information to include W9 as attachment?	☐	☐	Click here to enter text.
Phone and fax number(s)	☐	☐	Click here to enter text.
Preferred contact method	☐	☐	Click here to enter text.
Minority status/type business indicators:			
Minority	☐	☐	Click here to enter text.
Woman	☐	☐	Click here to enter text.
Small Business Enterprise (SBE)	☐	☐	Click here to enter text.
Disadvantaged	☐	☐	Click here to enter text.
Certification status of minority type	☐	☐	Click here to enter text.
Other user-defined categories	☐	☐	Click here to enter text.
Last date vendor utilized	☐	☐	Click here to enter text.
Active/Inactive status (based on date last utilized)	☐	☐	Click here to enter text.
Parent/child relationships	☐	☐	Click here to enter text.
Payment methods	☐	☐	Click here to enter text.
Type of company (e.g., corporation, partnership, etc.)	☐	☐	Click here to enter text.
Commodities/services offered (per user defined list)	☐	☐	Click here to enter text.
Standard payment terms	☐	☐	Click here to enter text
Problem vendor flag	☐	☐	Click here to enter text.
Associated memo field with the problem vendor indicator			Click here to enter text.
Preferred vendor flag	☐		Click here to enter text
Associated Memo field with the preferred vendor indicator	☐	☐	Click here to enter text.

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Standard	Yes	No	Comment
Vendor-on-hold flag (e.g., litigation, payment dispute, etc.)	☑	☐	Click here to enter text
Free form comments (Please identify any character limitations in the comment field)	☐	☐	Click here to enter text
Ability to flag vendors for 1099 or not?	☐	☐	Click here to enter text
Search the vendor file by any vendor data field (e.g., vendor name, address, phone number, etc.) and by 'wildcard' terms.	☑	☐	Click here to enter text.
Maintain pricing information, quantity breaks, freight terms and shipping information for each vendor.	☐	☐	Click here to enter text.
Track the details of vendor performance including complaints and resolution.	☐	☐	Click here to enter text
System allows users to merge two vendors and maintain history (i.e., duplicate vendor, one vendor buys another).	☐	☐	Click here to enter text

e. Bid and Quote Processing

Standard	Yes	No	Comment
The system is able to support sealed bids, phone and e-mail quotes and Requests for Proposal.	☐	☐	Click here to enter text.
Ability to develop bid/quote documents directly from requisitions.	☐	☐	Click here to enter text.
Ability to track vendor bid list by vendor history, past awards, bid responses, and new vendors.	☐	☐	Click here to enter text
Ability to maintain an accumulated bid history for each vendor in the system.	☐	☐	Click here to enter text
Ability to tie bids to an associated project budget.	☐	☐	Click here to enter text.

f. Contract Administration

Standard	Yes	No	Comment
System validates purchase orders against contracts for appropriate:			
Date	☐	☐	Click here to enter text.
Dollar amount	☐	☐	Click here to enter text.
Current insurance certificate on file.	☐	☐	Click here to enter text
Current W9 on file	☐	☐	Click here to enter text.
Track multiple contracts per vendor	☐	☐	Click here to enter text.
Track deliverables for contract	☐	☐	Click here to enter text.
System allows existing contracts to be modified.	☐	☐	Click here to enter text
System tracks change orders to contract.	☐	☐	Click here to enter text.
Supports various contract periods, including multiple year contracts.	☐	☐	Click here to enter text.
Supports workflow notification for contract expiration dates.	☐	☐	Click here to enter text.

g. Purchase Orders

Standard	Yes	No	Comment
System allows any field associated with a PO to be printed on the PO.	☐		Click here to enter text.

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Standard	Yes	No	Comment
The system can carry open purchase orders to the subsequent fiscal year.	☐	☐	Click here to enter text.
When Purchase Orders are closed, the remaining, unused funds are returned to the appropriate budget.	☐	☐	Click here to enter text.
Encumbrances can be rolled at year end.	☐	☐	Click here to enter text.
Handles blanket PO's.	☐	☐	Click here to enter text.
Reprint hard copy purchase orders and change orders on demand.	☐	☐	Click here to enter text.
The system handles change orders to existing Purchase Orders.	☐	☐	Click here to enter text.
The system accommodates tolerances of either percentages or dollar amounts if PO value is exceeded.	☐	☐	Click here to enter text.
Purchase Orders accommodate a flexible workflow approval process based on County Purchasing policy.	☐	☐	Click here to enter text.

12. Accounts Receivable, Invoicing, Miscellaneous Billing.

Washington County currently has no County-wide Accounts Receivable system and with few exceptions, individual departments track receivables and invoices using ad hoc methods including spreadsheets and other home-grown tools. One of the goals of this project is to automate and standardize Accounts Receivable and minimize journal entries.

Most departments have only a small number of categories for which they produce invoices and manage receivables. All departments that require accounts receivable will need to be completely configured. In addition to providing turnkey configuration of the AR system for each department, a solution for miscellaneous invoicing, real time receipting, and AR will be required, with sufficient training for users to be able to use the system successfully and efficiently.

Standard	Yes	No	Comment
Provide turnkey configuration of Accounts Receivable and cash receipting by department to include custom invoices and receipts for each department that requires AR.	☐	☐	Click here to enter text.
Does the system process miscellaneous billings?	☐	☐	Click here to enter text.
Does the Miscellaneous Billing module require the Accounts Receivable Module?	☐	☐	Click here to enter text.
Does the system support multiple payment methods including cash, check, credit card, and EFT/ACH transactions?	☐	☐	Click here to enter text.
Support Inter departmental transfers and payments without a check?	☐		Click here to enter text.
Assign invoice numbers:			
Automatically	☐	☐	Click here to enter text.
Manually	☐	☐	Click here to enter text.
System establishes default account distributions for each type of receivable?	☐	☐	Click here to enter text.

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	Yes	No	
Supports and saves multiple invoice templates for each department?	☐		Click here to enter text
The system accommodates One-time invoices as well as recurring invoices?	☐	☐	Click here to enter text.
The system generates user-defined account statements?	☐	☐	Click here to enter text.
The system can reprint duplicate invoices on demand.	☐	☐	Click here to enter text
The system generates a receipt to payee.	☐	☐	Click here to enter text
The system can generate a deposit slip.	☐	☐	Click here to enter text
They system can balance daily receipts to a deposit slip.	☐	☐	Click here to enter text
The system automatically generates GL distribution entries for recording receipts.	☐	☐	Click here to enter text

Provide a list of the standard, out of the box reports and queries included with the system.

Click here to enter text.

13. Payroll and HR/Personnel

a. Payroll
1.

Standard	Yes	No	Comment
Provide turnkey configuration of Payroll, to include migration of all relevant data from the current system into the proposed system.	☐	☐	Click here to enter text.
Vendor will coordinate with banks and the Treasurer's office to develop complete processes and procedures for direct deposits and upload of data to banks.	☐	☐	Click here to enter text.
System is compliant with all aspects of Fair Labor Standards Act (FLSA).	☐	☐	Click here to enter text.
System will process pay for one employee with multiple jobs and employee will receive one paycheck.	☐	☐	Click here to enter text.
System will run pay, deduction, withheld taxes, and net pay calculations as a "proof" run for review prior to final pay run.	☐	☐	Click here to enter text.
System will cut special or immediate (on-demand) checks.	☐	☐	Click here to enter text.
The system does not require a check to be printed for Direct Deposit payments.	☐	☐	Click here to enter text.
System will allow individuals to forward Direct Deposit (to multiple accounts).	☐	☐	Click here to enter text.
System will print leave taken in hours and leave remaining on paychecks and information on all leave categories	☐	☐	Click here to enter text.
System will allow for inclusion of other types of taxable or non taxable, non-payroll reimbursement or pay to be included in payroll checks (mileage, uniforms, travel reimbursement, etc.).	☐	☐	Click here to enter text.
System will accept and process multiple Standard Hours (average annual hours per pay period)	☐	☐	Click here to enter text.

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Standard	Yes	No	Comment
The system will calculate Normal Shift Regular Time, Holiday & Leave Hourly Pay Rates.	☐	☐	Click here to enter text
System allows multiple overtime types.	☐	☐	Click here to enter text.
System will store payroll history for Click here to enter text. Years.	☐	☐	Click here to enter text.
System will support generating additional pay based on circumstances as follows:			
Duties performed (e.g., "acting director" pay, temporary assignment pay)	☐	☐	Click here to enter text.
Skills, certificates	☐	☐	Click here to enter text.
The system will calculate differential pay rates.	☐	☐	Click here to enter text.
System will handle multiple pay calculations: (Describe features and limitations in comments sections)			
Regular	☐	☐	Click here to enter text.
OT	☐	☐	Click here to enter text.
Comp	☐	☐	Click here to enter text.
Straight Time	☐	☐	Click here to enter text.
Part Time Holiday	☐	☐	Click here to enter text.
System will handle different work schedules	☐	☐	Click here to enter text.
System allows for flexible work schedules, such as 7, 8, 10 and 12 hour work days.	☐	☐	Click here to enter text.
System will accommodate multiple accrual leave schedules/balances per employee.	☐	☐	Click here to enter text.
Produce all required Federal and State reports?	☐	☐	Click here to enter text.
Integrates with Time and Attendance for Automatic payroll entry?	☐	☐	Click here to enter text.
Distribute labor expenses between two fiscal years?	☐	☐	Click here to enter text,
System will produce W-2's	☐	☐	Click here to enter text.
System will reprint single W-2's.	☐	☐	Click here to enter text.
System will store W-2's for Click here to enter text. years	☐	☐	Click here to enter text.
System will produce a quarterly 941 report.	☐	☐	Click here to enter text.
They system will comply with Federal, NY State and Pennsylvania payroll tax reporting requirements.	☐	☐	Click here to enter text.
The system will produce user-defined reports.	☐	☐	Click here to enter text.
The system will automatically apply retroactive pay calculation.	☐	☐	Click here to enter text.
System will process all types of wage and pending wage attachments including liens, levies, garnishments, child support, etc., from any State and all Federal wage attachments with automatic calculation of disposable earnings.	☐	☐	Click here to enter text.
System will calculate and record military supplements (difference between military pay and regular pay) for up to 24 months.	☐	☐	Click here to enter text.
System will handle electronic funds transmittals for federal and state tax deposits.	☐	☐	Click here to enter text.
System will handle electronic funds reporting to federal and state agencies?	☐	☐	Click here to enter text.
The system prints on demand employee benefit statements for individual employees for all benefit types?	☐	☐	Click here to enter text.

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Standard	Yes	No	Comment
The systems produces EFO4 reports?	☐	☐	Click here to enter text.
Garnishments, Deductions			
Allow one-time deduction and earnings overrides?	☐	☐	Click here to enter text
System maintains multiple deduction types?	☐	☐	Click here to enter text
Additional lump sum withholding?	☐	☐	Click here to enter text.
System will process multiple garnishments per employee?	☐	☐	Click here to enter text.

Provide a list of all standard, included payroll reports in the out of box configuration:

Click here to enter text.

b. HR/Personnel

Standard	Yes	No	Comment
Provide turnkey configuration of HR to include migration of all relevant data from the current system into the proposed system.	☐	☐	Click here to enter text
Maintain basic HR employee-specific information and tie new hires to vacant positions and specific departments?	☐	☐	Click here to enter text
System will maintain an employee number from application through retirement.	☐	☐	Click here to enter text.
The system allows for effective dating employee transactions (add, remove, promotion, etc.)	☐	☐	Click here to enter text.
Interfaces with Applicant tracking to facilitate the full hire to termination process?	☐	☐	Click here to enter text
Capture, maintain, and analyze employee work-assignments?	☐	☐	Click here to enter text
Maintain employee demographics?	☐	☐	Click here to enter text
Maintain W-4 controls for tax information, accruals, and pay controls?	☐	☐	Click here to enter text.
I-9 Identification Information?	☐	☐	Click here to enter text
Employee job screen for position and pay assignment?	☐	☐	Click here to enter text.
Family information (i.e. dependents, insurance, Cobra information).	☐	☐	Click here to enter text
Track all benefits available to employees?	☐	☐	Click here to enter text.
Select applicable benefits for each employee based on pre-set rules?	☐	☐	Click here to enter text
Maintain emergency, family, and medical contacts?	☐	☐	Click here to enter text.
Ability to accommodate various performance evaluation schedules?	☐	☐	Click here to enter text
Ability to track evaluation completions and overdue status?	☐	☐	Click here to enter text.
System will track performance evaluation scores?	☐	☐	Click here to enter text.
Ability to attach performance evaluations to the employee record?	☐	☐	Click here to enter text.
The system allows attachments, i.e. JPEG, PDF and other documentation to be attached to the HR Record. Describe any limitations	☐	☐	Click here to enter text.
Position Control			
Create and maintain job descriptions?	☐	☐	Click here to enter text

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Standard	Yes	No	Comment
Tracks positions whether filled, vacant and be able to describe the positions as part time, full time, etc.	☐	☐	Click here to enter text.
System integrates with budget to provide costs, benefits of current and proposed positions, including vacancies.	■	☐	Click here to enter text.
System allows the assignment of an employee to multiple positions across organizational boundaries?	☐	☐	Click here to enter text.
System allows overfilling of a position with appropriate authorization.	☐	☐	Click here to enter text.
System allows under filling a position (filling with lower pay grade or title.)	☐	☐	Click here to enter text.
Maintains Anniversary Date?	☐	☐	Click here to enter text.
Maintains Retention Date?	☐	☐	Click here to enter text.
Maintain complete position history?	☐	☐	Click here to enter text.
Enable position reclassification?	☐	☐	Click here to enter text.
Full tracking of encumbered, vacant, and abolished positions?	☐	☐	Click here to enter text.
Track all actions taken during the life of a position (transfer, advertisement, etc.)?	☐	☐	Click here to enter text.
Track associated exams?	☐	☐	Click here to enter text.
Track salaries by position within each department?	☐	☐	Click here to enter text.
Personnel Actions			
Tracks the following actions?			
New Hire	☐	☐	Click here to enter text.
Promotion?	☐	☐	Click here to enter text.
Demotion?	☐	☐	Click here to enter text.
Transfer?	☐	☐	Click here to enter text.
Reclassification?	☐	☐	Click here to enter text.
Salary Rate Change?	☐	☐	Click here to enter text.
User Defined types? (Describe limitations)	☐	☐	Click here to enter text.
Track Workers Compensation claims?	☐	☐	Click here to enter text.
Track Grievances (Employee or Group)?	☐	☐	Click here to enter text.
Track Disability Claims?	☐	☐	Click here to enter text.
Tracks all Disciplinary Actions, complaints, and investigations?	☐	☐	Click here to enter text.
System will provide historical information for all disciplinary actions.	☐	☐	Click here to enter text.
Track Family/Medical Leave	☐	☐	Click here to enter text.
Enable a Sick Leave Monitoring Program?	☐	☐	Click here to enter text.

c. *Time and Attendance*

Standard	Yes	No	Comment
Provide turnkey configuration of the Time and Attendance system to include data migration, time	☐	☐	Click here to enter text.

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Standard	Yes	No	Comment
and project categories for each department?			
System allows employees to enter time in any of the following methods:			
Enter detail of hours worked with proper account, grant, project, or activity code	☐	☐	Click here to enter text
Exception based time entry - employee has default entry and only enters if different than default	☐	☐	Click here to enter text.
Employees can enter time against:			
Accounts	☐	☐	Click here to enter text.
Projects	☐	☐	Click here to enter text.
Grants	☐	☐	Click here to enter text.
System allows employees to enter leave at remote locations.	☐	☐	Click here to enter text.
System allows supervisors to edit project, grant, or activity codes entered on employees timesheets.	☐	☐	Click here to enter text.
Audit trail on changes to timesheet.	☐	☐	Click here to enter text.
Allows for entry of time by day and shift, and also has the capability to enter at the summary level (e.g., pay period totals).	☐	☐	Click here to enter text.
System accommodates the following leave types:			
Sick	☐	☐	Click here to enter text.
Annual	☐	☐	Click here to enter text.
Comp	☐	☐	Click here to enter text.
Holiday	☐	☐	Click here to enter text.
Personal	☐	☐	Click here to enter text.
Bereavement	☐	☐	Click here to enter text.
Military	☐	☐	Click here to enter text.
Jury Duty	☐	☐	Click here to enter text.
Open Holidays	☐	☐	Click here to enter text.
Floating Holidays	☐	☐	Click here to enter text.
Leave without Pay	☐	☐	Click here to enter text.
FMLA	☐	☐	Click here to enter text.
Workers Comp	☐	☐	Click here to enter text.
Injury	☐	☐	Click here to enter text.
Admin Leave	☐	☐	Click here to enter text.
Training Leave	☐	☐	Click here to enter text.
User Defined leave types (Define Limitations)	☐	☐	Click here to enter text.
Does the system have the ability to enter hours worked for some positions and to automatically pay salaried employees?	☐	☐	Click here to enter text.
Allows limits to be set for certain types of leave, and will not allow transaction entry if limits are exceeded?	☐	☐	Click here to enter text.
System allows employees to record time in two different years at the same time (e.g., pay period that crosses over calendar or fiscal year-end)	☐	☐	Click here to enter text.
System has ability to generate overtime for all types of thresholds, such as above 40 hours, as outlined by Fair Labors Standards Act (FLSA).	☐	☐	Click here to enter text.
System prohibits the request of leave that is in excess of leave balance (with override capability)	☐	☐	Click here to enter text.
System must have ability to specify when each type of leave is calculated (by pay period, by month, or	☐	☐	Click here to enter text.

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Standard	Yes	No	Comment
other user defined interval.)			
System has flexible workflow to provide ability for review and approval of timesheets.	☐	☐	Click here to enter text.

Provide a list of standard, included reports that come with the system:

Click here to enter text.

14. Fixed Assets

Standard	Yes	No	Comment
Provide turnkey configuration of Fixed Assets to include migration of all relevant data from the current system into the proposed system.	☐	☐	Click here to enter text.
System assigns asset numbers:			
Automatically?	☐	☐	Click here to enter text.
Manually?	☐	☐	Click here to enter text.
Does the System:			
Flag Assets in the AP system at time of purchase?	☐	☐	Click here to enter text.
Use a bar-code scanner for fixed assets inventory?	☐	☐	Click here to enter text.
Identification of equipment with Asset ID tag (barcoded)?			
Depreciate assets based on user definition?	☐	☐	Click here to enter text.
Provide audit trail for transfer of item from dept. or location?	☐	☐	Click here to enter text.
Determine and maintain salvage values for assets?	☐	☐	Click here to enter text.
Calculate depreciation using different methods?	☐	☐	Click here to enter text.
Value of asset by year of installation captured or stored?	☐	☐	Click here to enter text.
Able to retire at original cost basis?	☐	☐	Click here to enter text.
Provide details of installation of major items?	☐	☐	Click here to enter text.
Able to search assets by location?	☐	☐	Click here to enter text.
Fully integrated with GL and AP modules?	☐	☐	Click here to enter text.
Support the tracking of each item's life cycle and report out-of-date items?	☐	☐	Click here to enter text.
Support the continued depreciation of an item even though the life cycle has expired?	☐	☐	Click here to enter text.
Support the export of data to Excel and Access?	☐	☐	Click here to enter text.
Search assets by location, category, department, and value?	☐	☐	Click here to enter text.
Minimum Data Elements?			
Asset Number?	☐		Click here to enter text.
Department Name?	☐	☐	Click here to enter text.
Location Information?	☐	☐	Click here to enter text.
Original cost including handling?	☐	☐	Click here to enter text.
Building and Room #?	☐		Click here to enter text.

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Standard	Yes	No	Comment
Funding source (i.e. General fund, bond, federal or state grant, etc.)?	☐	☐	Click here to enter text.
User Defined fields?	☐	☐	Click here to enter text.
Acquisition date?	☐	☐	Click here to enter text.
Asset status? (i.e. Inactive/Active)	☐	☐	Click here to enter text.
Depreciation Status?	☐	☐	Click here to enter text.
Unit Cost?	☐	☐	Click here to enter text.
System tracks Capitalized and Non-Capitalized items?	☐	☐	Click here to enter text.
System can attach documents to asset records (photos, PDF, CAD, etc)? Describe any limitations.	☐	☐	Click here to enter text.
System tracks information for assets with shared ownership?	☐	☐	Click here to enter text.
Tracks percentage of asset owned for shared assets?	☐	☐	Click here to enter text.
System allows tracking of sensitive items that are not classified as Fixed Assets.	☐	☐	Click here to enter text.
Tracks the following categories of assets?			
Land	☐	☐	Click here to enter text.
Building	☐	☐	Click here to enter text.
Improvements	☐	☐	Click here to enter text.
Equipment	☐	☐	Click here to enter text.
Furniture and fixtures	☐	☐	Click here to enter text.
Vehicles	☐	☐	Click here to enter text.
Capitalized Leases	☐	☐	Click here to enter text.
Non-capitalized leases	☐	☐	Click here to enter text.
Building Components	☐	☐	Click here to enter text.
Infrastructure	☐	☐	Click here to enter text.
Software Licenses	☐	☐	Click here to enter text.
Other user defined assets (Describe limitations).	☐	☐	Click here to enter text.

Provide a list of standard, included Fixed Asset reports:

Click here to enter text.

15. Employee Self Service

Standard	Yes	No	Comment
Provide turnkey configuration of the Employee Self service system to include migration of all relevant data from the current system into the proposed system.	☐	☐	Click here to enter text
Changes through employee self service accommodate workflow approvals.	☐	☐	Click here to enter text.
Employees can perform the following tasks through employee self service:			
View paycheck and pay history?	☐	☐	Click here to enter text.
View and print W2?	☐	☐	Click here to enter text.
Change address and contact information?	☐	☐	Click here to enter text.
Change emergency contact information?	☐	☐	Click here to enter text.
Change benefits for life events (marriage, divorce, birth of child, etc)	☐	☐	Click here to enter text.

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Standard	Yes	No	Comment
View available benefit time?	☐	☐	Click here to enter text.
Benefit Enrollment	☐	☐	Click here to enter text.

16. Tax

Washington County's tax collection and delinquent tax collection is handled through Bridge in two separate systems. Data is manually moved by the vendor from the Tax Collection system to the Delinquent system. Property Tax is collected by the County Trustee, and after 18 months is turned over to the Clerk and Master for the delinquent collection process.

The County will entertain a variety of solutions for this system, but a single system with integrated Tax Billing, Tax Collection, and Delinquent Tax Collection is preferred.

Vendors wishing to propose a Tax Collection system should complete the relevant fields in the attached spreadsheet

Standard	Yes	No	Comment
Provide turnkey configuration of tax system to include migration of all relevant data from the current systems into the proposed system.	☐	☐	Click here to enter text.
Develop and provide processes and procedures for import of data from State of Tennessee Impact system to update parcel and assessment information.	☐	☐	Click here to enter text.
The system will automatically generate collection letters for delinquent taxes.	☐	☐	Click here to enter text.
They system will automatically generate mailing labels for delinquent tax notices.	☐	☐	Click here to enter text.

17. Additional Modules, Features or Solutions

Please use the space below to recommend modules, components, or features that are not included above that you recommend for the project to be successful.

Click here to enter text.

18. Installation, Implementation and Training

Standard	Yes	No	Comment
Installation, Implementation, and system configuration will be entirely separate engagements from training. At no time will training personnel be involved in implementation and configuration issues while onsite to provide training.	☐	☐	Click here to enter text.
Once implementation begins, you will be available for weekly phone meetings to discuss the status of the project.	☐		Click here to enter text.

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Standard	Yes	No	Comment
Weekly status meetings will include clear deliverables and take aways so that all team members are aware of responsibilities, tasks, and deadlines.	☐	☐	Click here to enter text.
Provide complete on-site and/or remote installation, as required of server software, database and other software for the project to be successful and fully functional.	☐	☐	Click here to enter text.
Provide Click here to enter text.days of on-site training for multiple departments, coordinated to meet departmental requirements. Final price for the entire project must include all travel, hotel, and meal expenses as well as training expenses.	☐	☐	Click here to enter text.
Provide extensive webinar training – describe the amount of proposed training and the availability and flexibility of the training.	☐	☐	Click here to enter text.
Provide a test database based on live County data during the training stage for County employees to use during the training stage.	☐	☐	Click here to enter text.
The test database will remain in effect after the system has gone live. Patches and updates will be applied to the test system first so that Washington County staff can work with updates in the test system before they are applied to the production system.	☐	☐	Click here to enter text.
Provide Click here to enter text.days of on-site, Go Live support. Every aspect of the software rollout should be included.	☐	☐	Click here to enter text.

19. Support Contract

Standard	Yes	No	Comment
Provide 1 year of support for the entire solution from the Go Live date, included in the proposal price.	☐	☐	Click here to enter text.
Provide a contract that locks in or defines pricing for annual support for up to 5 years.	☐	☐	Click here to enter text.

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V. Legal Questions

Standard	Yes	No	Comment
There will be a testing and acceptance period of at least 30 days after implementation of each component for us to test the application and data and ensure that it is within specifications.	☐	☐	Click here to enter text.
The solution will be warranted not to contain any bugs, viruses, time bombs or other code designed to interfere or interrupt its functioning or the functioning of any other software, system or data.	☐	☐	Click here to enter text.
Your company will warrant that its performance will comply with all laws and that it will not cause us not to be in non-compliance with any applicable law.	☐	☐	Click here to enter text.
Your company will warrant that its services will be performed in a timely and professional manner by skilled, knowledgeable and experienced personnel.	☐	☐	Click here to enter text.
For any breach in warranty, re-perform the services, so that they are conforming; and if you are unable to do so, we can terminate the agreement and get a refund of all fees paid.	☐	☐	Click here to enter text.
Your company will indemnify and defend us against any claim that you breached your confidentiality obligations, that you violated any laws or of your negligence or willful misconduct.	☐	☐	Click here to enter text.
Any limitations of liability will apply equally to each party.	☐	☐	Click here to enter text.
Indemnification obligations, breach of confidentiality, gross negligence and willful misconduct will be excluded from all limitations of liability.	☐	☐	Click here to enter text.
Your company will sign our business associate agreement.	☐	☐	Click here to enter text.
The Vendor, at its own cost and expense, agrees to the insurance, indemnification and general terms and conditions set forth in Attachment A attached hereto entitled "Washington County, Tennessee – General Contract and Insurance Specifications", which are to be incorporated herein by reference as if fully set forth.	☐	☐	Click here to enter text.
The license permits use by our entire workforce, whether employees or independent contractors, including outside agencies.	☐	☐	Click here to enter text.
The license will allow use for internal operations and for data sharing purposes.	☐	☐	Click here to enter text.
The license allows us to continue to use the product even if we discontinue annual support contracts.	☐	☐	Click here to enter text.
The license acknowledges that we own the data.	☐	☐	Click here to enter text.
The license offers flexible options for a changing user count.	☐	☐	Click here to enter text.
The license allows us to make copies of the software for back-up and archival purposes.	☐	☐	Click here to enter text.

Exhibit 2

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Standard	Yes	No	Comment
There will be a Testing and Acceptance period of at least 30 days after Installation and go-live for us to test the software and confirm it operates in accordance with specifications.	☐	☐	Click here to enter text.
If the software or equipment has deficiencies during the testing and acceptance period that your company is unable to fix, we can terminate the contract, return the software and equipment and get a refund.	☐	☐	Click here to enter text.
The software will be warranted to comply with the specifications contained within this document, its documentation, any published specifications, and any other written information provided by you describing the software.	☐	☐	Click here to enter text.
The software will be warranted not to infringe any third party intellectual property rights.	☐	☐	Click here to enter text.
The software will be warranted to comply with applicable accreditation standards, reimbursement requirements and laws, rules and regulations.	☐	☐	Click here to enter text.
Your company will warrant that it will provide timely regulatory updates that provide for continued compliance.	☐	☐	Click here to enter text.
You will indemnify and defend us for any claim of infringement or misappropriation of intellectual property rights with respect to the software.	☐	☐	Click here to enter text.
If there is a claim that the deliverables are infringing, your company will obtain the rights to continued use of the software or provide a substitute of functionally equivalent non-infringing software.	☐	☐	Click here to enter text.
This agreement, and the licenses granted, are transferable in the event of a reorganization, sale or other transfer of the practice.	☐	☐	Click here to enter text.
Describe the licensing mechanism. Is the license unlimited or a concurrent user license? If the licensing is for concurrent users, how many licenses do you recommend for our operation?	☐	☐	Click here to enter text.
Licensing allows for software to be transferred to any new hardware at no additional cost.	☐	☐	Click here to enter text.

Please include additional comments below:

Click here to enter text.

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VI. Corporate Due Diligence

A. Confidentiality

The RFP process and all information contained within this document, addenda and attachments are the property of Washington County, Tennessee. Responses to the RFP become the property of the issuing organization. Washington County has the right to use any or all information represented in the responses unless the vendor designates the information as proprietary. Each response containing proprietary information must be clearly marked PROPRIETARY. Washington County will not release information identified as proprietary except as required by law.

B. Business Practices

Please provide the following information.

Question	Answer
Legal name of organization responding	Click here to enter text.
Address of organization responsible for completing this project successfully	Click here to enter text.
Company ownership - public or private?	Click here to enter text.
Define the legal structure, e.g., corporation, partnership, LLC	Click here to enter text.
Year founded	Click here to enter text.
Provide a description of your company.	Click here to enter text.
How long has the company been in business providing the proposed products and services?	Click here to enter text.
Describe your experience working on this type of project. Be as detailed and specific as possible and include references to other projects of a similar nature.	Click here to enter text.
How many employees in the company dedicated to the proposed products and services?	Click here to enter text.
How many total employees in the company?	Click here to enter text.
Percentage dedicated to proposed project in this REQUEST FOR Proposal?	Click here to enter text.
Are audited company financial statements available? If so, please attach the last 2 years of audited financial statements for the company and parent company (if there is one).	Click here to enter text.
Provide an organization chart of you company focusing on the portion responsible for the proposed solution.	Click here to enter text.
Describe the organization chart provided.	Click here to enter text.
Indicate the specific senior executive or manager responsible for this project's success.	Click here to enter text.
Provide a resume, with years of experience supporting projects like ours and years of experience with the company.	Click here to enter text.
Indicate number of other customer accounts this person may be responsible for during our project.	Click here to enter text.
Provide profiles of the project team personnel that are anticipated for this project, including resume, years of experience supporting projects like ours and years of experience with the company.	Click here to enter text.

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Question	Answer
Indicate number of other customer accounts the project team members person may be responsible for during our project.	Click here to enter text.
Describe your project management methodology.	Click here to enter text.
Describe the methods you use that demonstrate the effectiveness of this approach, e.g., timely completion of similar projects within scope, on budget and according to agreed upon quality standards	Click here to enter text.
Provide a description of the decision-making chain of command you will use during project Implementation.	Click here to enter text.
Include a proposed project plan, with an associated schedule to complete the work for this project successfully.	Click here to enter text.
Percent employees within the ERP division for the proposed solution employed for greater than 12 months?	Click here to enter text.

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VII. Customer References

Please include three references for the completed, proposed solution in the State of Tennessee in organizations similar in size and complexity when compared to us. *At least one of these must be a County or Municipal entity similar in size and scope to Washington County.*

A. Reference 1

Name of Organization: Click here to enter text.

Mailing Address: Click here to enter text.

Telephone & Fax Number and email address: Click here to enter text.

Contact Name and Title: Click here to enter text.

Length of time you have been doing business   Click here to enter text.
with this organization:

B. Reference 2

Name of Organization: Click here to enter text.

Mailing Address: Click here to enter text.

Telephone & Fax Number and email address: Click here to enter text.

Contact Name and Title: Click here to enter text.

Length of time you have been doing business   Click here to enter text
with this organization:

C. Reference 3

Name of Organization: Click here to enter text.

Mailing Address: Click here to enter text.

Telephone & Fax Number and email address: Click here to enter text.

Contact Name and Title: Click here to enter text.

Length of time you have been doing business   Click here to enter text.
with this organization:

VIII. AWARD OF THE CONTRACT:

Selection shall be made of a Bidder deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Bidder so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Bidder so selected, Washington County shall select a Bidder which, in its opinion, has made the best proposal, and shall award the contract to that Bidder. Washington County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should Washington County determine in writing and in its sole discretion that only one Bidder is fully qualified, or that one Bidder is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Bidder. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Bidder's proposal as negotiated.

Washington County expressly Reserves the right to reject any and all bids.

IX. General Terms and Conditions

A. INQUIRIES
All inquiries related to this Request for Proposal are to be in writing to the County as noted on cover sheet. Information obtained from any other source is not official and may be inaccurate. Do not contact any other person involved. Inquiries and responses will be recorded and may be distributed to all Bidders at the County's option.

B. NOTIFICATION OF CHANGES
All recipients of this request for Bid who have returned the Receipt Confirmation Form will be notified regarding any changes made to this document.

C. FUNDING
All Washington County expenditures are subject to appropriation of funds. Therefore, Washington County reserves the right to discontinue the REQUEST FOR PROPOSAL process if funding is not available.

D. OWNERSHIP OF BIDS
All responses to this Request for Proposal become the property of Washington County.

E. BIDDER'S EXPENSES
Prospective Bidder(s) are solely responsible for their own expenses in preparing a Bid and subsequent negotiations with Washington County, if any.

F. CONTRACT SOLUTION
Washington County reserves the right to award a contract in part or in full, or not at all, on the basis of responses received.

G. ACCEPTANCE OF BIDS
This REQUEST FOR PROPOSAL should not be construed as a contract to purchase goods or services. Any or all Bids shall not necessarily be accepted. Washington County shall not be obligated in any manner to any Bidder whatsoever until a written agreement has been duly executed relating to an approved Bid. Washington County reserves the right to modify the terms of the REQUEST FOR PROPOSAL at any time in its sole discretion.

Neither acceptance of a Bid nor execution of an agreement shall constitute approval of any activity or development contemplated in any Bid that requires any approval, permit or license pursuant to any federal or municipal statute, regulation or by-law.

H. LIABILITY FOR ERRORS
While Washington County has used considerable efforts to ensure an accurate representation of information in this REQUEST FOR PROPOSAL, all prospective Bidders are required to conduct their own investigations into the material facts and Washington County shall not be held liable or accountable for any error or omission in any part of this bid specification.

I. ACCEPTANCE OF TERMS
All the terms and conditions of this REQUEST FOR PROPOSAL are deemed to be accepted by the Bidder(s) and incorporated in its Bid, except those conditions and provisions which are expressly excluded by the Bid.

Washington County shall not pay the total contract price until the requirements outlined in this REQUEST FOR PROPOSAL have been met. Any holdback amount will be decided as part of the contract negotiations, or as specified in the REQUEST FOR PROPOSAL.

J. FINANCIAL STABILITY
The successful Bidder must demonstrate financial stability and Washington County reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting Bids.

K. NEGOTIATION DELAY
If any contract cannot be negotiated within thirty (30) days of notification to the designated Bidder, Washington County may terminate negotiations with that Bidder and negotiate a contract with another Bidder of its choice.

L. DEBRIEFING
Upon written request from an unsuccessful Bidder, the Director of ITCS will arrange for a debriefing session. The debriefing is not to be seen as an opportunity to challenge the decision. Once debriefing ends, the REQUEST FOR PROPOSAL process is finished and the REQUEST FOR PROPOSAL will not be discussed further with the Bidder at any time.

M. DEFINITION OF CONTRACT
The subsequent full execution of written contract shall constitute the making of a contract for services, and no Bidder shall acquire any legal or equitable rights or privileges whatever relative to the services until Washington County has delivered a fully executed written agreement to the Bidder.

N. QUALIFICATIONS OF BIDDERS:
Washington County may make such reasonable investigation as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to Washington County all such information and data for this purpose as may be requested. Washington County further reserves the right to reject any Bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy Washington County that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

O. CONTRACT ADMINISTRATOR
A contract administrator will be assigned to oversee the contract awarded to the successful Bidder. In addition, the successful Bidder will be expected to name a counterpart project

manager. The Bidder's project manager will be responsible for providing scheduled status reports to the contract administrator or their designee.

P. COMPLIANCE WITH LAWS

The Bidder shall give all notices and obtain all the licenses and permits required to perform the work. The Bidder shall comply with all the laws applicable to the work or the performance of the contract. The Bidder shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this Agreement and shall obtain all necessary licenses and permits there under.

Q. TERMINATION:

Any contract entered into will contain the following clauses:

For Cause: For a material breach that remains for more than ten (10) days or other specified period after written notice to the Contractor, the Contract may be terminated by Washington County at the Contractor's expense where the Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that Contractor is non-responsive. Such termination shall be upon written notice to the Contractor. In such event, the County may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

For Convenience: By written notice, this Contract may be terminated at any time by the County for convenience upon thirty (30) days written notice or other specified period without penalty or other termination charges due. Such termination of the Contract shall not affect any project that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the County shall remain liable for all accrued but unpaid charges incurred through the date of termination. Contractor shall use due diligence and provide any outstanding deliverables.

R. GOVERNING LAW

This REQUEST FOR PROPOSAL and any contract entered into between the Bidder and Washington County shall be governed by and in accordance with the laws of the State of Tennessee and the United States of America.

S. CONFIDENTIALITY AND SECURITY

This document, or any portion thereof, may not be used for any purpose other than the submission of Bids.

Bidders should be aware that pertinent facts relating to their Bid, excluding trade secrets or proprietary information, could potentially be released as soon as thirty days after the selection of the successful Bidder.

Washington County is subject to Tennessee's Open Records Law. Should your submission, to this REQUEST FOR PROPOSAL, contain "trade secrets", or other information the disclosure of which could reasonably be expected to be harmful to business interests, you must ensure that such information is clearly identified and marked as such. Identification must be specific by item or paragraph.

T. DRUG-FREE WORKPLACE:
The Contractor's staff must agree to abide by Tioga County's Drug-Free Workplace Policy.

U. FIRM PRICING
Prices quoted in the Bids shall be firm for a period of at least 120 days after the submission deadline.

V. CURRENCY AND TAXES
Prices are to be in U.S. dollars. Washington County is exempt from all sales and use taxes Exempt Organization Certificate (under Forms section).

W. INDEPENDENT CONTRACTOR:
The Corporation/Contractor/Agency/Consultant is an independent Contractor and covenants and agrees that it, its agents, servants and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of Washington County, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of Washington County including, but no limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security Coverage or retirement membership or credit.

X. ETHICS IN PUBLIC CONTRACTING:
By submitting their Bids, Contractors certify that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Contractor's, supplier, manufacturer or subcontractor in connection with their Bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything or more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

Y. INSURANCE REQUIREMENTS:
The Vendor is required to show proof of liability insurance.

X.   Non-Collusive Bidding Certification

By submission of this bid, each responder and each person signing on behalf of any responder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1)   The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other responder or with any competitor;

(2)   Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the responder and will not knowingly be disclosed by the responder prior to opening, directly or indirectly, to any other responder or to any competitor; and

(3)   No attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the responder cannot make the foregoing certification, the responder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a responder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of this certification.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate responder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law and where such bid contains the certification referred to in paragraph one, shall be deemed to have been authorized by the board of directors of the responder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

BY

_____

*LEGAL NAME OF FIRM OR CORPORATION   AUTHORIZED SIGNATURE

_____

ADDRESS   TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

XI.   Signature Certification

TO: ERP System Initiative, Washington County, NY

I certify that I am authorized to sign this Request for Proposal, for myself or the company or firm I represent. I understand that part or all of the analysis resulting from this Request for Proposal which I have provided may be used in the future development of a subsequent Request for Proposal.

By signing and submitting this form, I acknowledge I have read understood, and agree to all aspects of the specifications as presented without reservation or alteration and will provide said services at the stated fee.

_____   _____

Legal name of firm/corporation   Authorized Signature (IN BLUE INK)

_____   _____

Address   Typed Name

_____   _____

City/State/Zip   Title

_____   _____

Date   Telephone No.   Fax Number

_____

Email Address

DO NOT WRITE BELOW THIS LINE (FOR COUNTY USE ONLY)
- -

_____

Washington County Authorizing Signature

_____

Date

Exhibit 2

Washington County ERP System Initiative GF-0090

XII.   Question Submission Form

ALL questions pertaining to this solicitation must be submitted in writing by e-mail.

Please use this form and e-mail to ERP@washingtoncountytn.org . We will post responses on our website and e-mail responses to all registered vendors according to the project schedule.

DATE: Click here to enter a date.

Vendor Name: Click here to enter text.

Telephone Number: Click here to enter text   Fax No: Click here to enter text.

Question	Answer
Click here to enter text.	
Click here to enter text.	
Click here to enter text.	
Click here to enter text.	
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XIII.   Receipt Confirmation and Intention to Submit a Proposal

Please e-mail a copy of this form to FMAS@co.Washington.ny.us if you intend to submit a proposal. Request delivery and read confirmation.

We intend to submit a Proposal:

☐ Yes   ☐ No

Vendor Company Name:	Click here to enter text.
Product Name:	Click here to enter text.
Vendor Specific Contact Name:	Click here to enter text.
Vendor Alternate Contact Name:	Click here to enter text.
Vendor Address:	Click here to enter text.
Vendor Phone:	Click here to enter text.
Vendor Fax:	Click here to enter text.
Vendor e-mail:	Click here to enter text.

XIV.   ERP Initiative Cost Proposal

Vendor's Company Name: Click here to enter text.

ADDRESS: Click here to enter text.

TELEPHONE: Click here to enter text.   FAX: Click here to enter text.

FEDERAL EIN: Click here to enter text.

VENDOR SIZE - # Employees in Firm: Click here to enter text.

NUMBER OF YEARS IN BUSINESS: Click here to enter text.

Authorized Signature:

DATE: Click here to enter text.

Product	Cost
Required Products and Services: Provide an Enterprise Resource Planning System with the products and service described in the Required Products section at a cost not to exceed:	Click here to enter text.
Optional Products and Services:	Click here to enter text.

XV. Proposal Submission Checklist

Please complete the following checklist to confirm that all requested information has been completed.

#	Item	Check	Comment
1	One bound original, signed copy of this completed proposal.	☐	Click here to enter text.
2	One bound copy of this completed, signed proposal.	☐	Click here to enter text.
3	One digital copy of this completed proposal, saved in PDF on portable media.	☐	Click here to enter text.
4	One digital copy of the pricing spreadsheet in .pdf format.	☐	Click here to enter text
5	One digital copy of the pricing spreadsheet in .xlsx format, NOT LOCKED or protected.	☐	Click here to enter text
6	Insurance certificate	☐	Click here to enter text.
7	Signed non-collusive bidding certification.	☐	Click here to enter text.
8	Signed Signature Certification	☐	Click here to enter text.
9	Company Financial Statements	☐	Click here to enter text.
10	Copy of your Service Level Agreement	☐	Click here to enter text.
11	Audit or Controls Review of proposed software package.	☐	Click here to enter text.
12	Signed Cost Proposal	☐	Click here to enter text.
13	Copy of SLA	☐	Click here to enter text.
14	Click here to enter text.	☐	Click here to enter text.
15	Click here to enter text.	☐	Click here to enter text.

Request to Transfer to the Trustee

Canon
CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet
Issued Under:
SWC 400 Multifunction Devices
Contract #: 62117

20-0136

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 584   Date: 5/18/2020

BILL TO: ("Customer")   SHIP TO: (if different)
Customer Name: Anderson County Government   Customer Name: _____
Dept.: County Clerk   Dept: _____
Address: 735 Emory Valley Road   Address: _____
City/State/Zip: Oak Ridge, TN 37830   City/State/Zip: _____
Phone: 865-457-6866 or 865-804-5117   Phone: _____
Email: aprewitt@acs.ac or Jcole@andersontn.org Email: _____
Fax #:   Fax: _____
Name & Title: Annette Prewitt or Jeff Cole

CSA to Pick Up Current Copier if Completed:

Make: _____ Model: _____ Serial #: _____

Black & White Group I - Canon iRADV4525 (25 CPM)

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon IRADV4525 MONTHLY RENTAL Cost Per Copy Charges apply		3327C001
	Equipment Maintenance cost per copy/print includes toner and staples:		
	B/W CPC: $ 0.0049		
	ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):		
1	Cabinet style Q		2299C001
	Duplexing ADF (incl. in base configuration)		1428C003
	Inner Finisher (Stapler)		1423C002
	Fax Board/Fax Forwarding		0166C007
	Card Scanner/Follow-me-print		3575B678
	Tracking Software		3575B436
	2 & 3 hole punch		1424C002
	Add'l input tray (Cassette Feed Unit)		1419C002
	THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.		
	TOTAL:	$25.15	

☑ Auto Toner Fulfillment **(Requires use of imageWare Remote)

N. Jay Yeager
Anderson County Law Director

APPROVED AS TO LEGAL FORM

Send Signed Purchase   Canon Solutions America, Inc.   **Send Payments To:** Canon Financial Services, Inc.
Order or Email   Attn. Mark Choate   14904 Collections Center Drive
Acknowledgement to: 402 BNA Drive, Ste. 360   Chicago, IL 60693
                         Nashville, TN. 37217
                         -- OR --
                         Fax: 615.360.5088 - Attn. Mark Choate
                         Email: jchoate@csa.canon.com

iRADV4525 Rental