

RESOLUTION 20-197

A RESOLUTION TO AWARD CONTRACT TO MCLAIN DECISION SUPPORT SYSTEMS TO PROVIDE BUDGETING SOFTWARE SOLUTION PACKAGE FOR FISCAL YEARS 2020-21, 2021-22, 2022-23

WHEREAS, there is a critical need to implement a budgeting software solution package for preparing, presenting and passing an annual appropriations budget each fiscal year; and

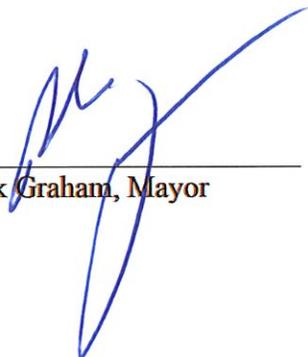
WHEREAS, city staff advertised and received proposal from qualified budgeting software vendors on October 15, 2020; and

WHEREAS, a selection committee composed of the Finance Director, Assistant City Administrator and Finance Associate reviewed all responses and recommends McLain Decision Support Systems; and

WHEREAS, city staff has proposed a contract for providing budgeting software package for fiscal years 2020-21, 2021-22 and 2022-23 at a base cost of \$14,900 each year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Alderman of the City of Spring Hill, that a contract to provide a budgeting software package for fiscal years 2020-21, 2021-22 and 2022-23, is hereby awarded to McLain Decision Support Systems with two optional annual renewals until fiscal year ending June 30, 2025 at a base amount of \$14,900 annually.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 21st day of December, 2020.



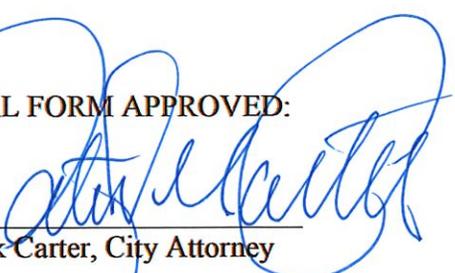
Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



**City of Spring Hill
Budget & Finance Advisory Committee
and
Board of Mayor and Aldermen**

Date: December 1, 2020
Memo to: Budget & Finance Advisory Committee and BOMA
From: Tonya Travis, Finance Director
Re: Budget Software Solution Package

RESOLUTION 20-197, A RESOLUTION TO AWARD CONTRACT TO MCLAIN DECISION SUPPORT SYSTEMS PROVIDE BUDGETING SOFTWARE SOLUTION PACKAGE FOR FISCAL YEARS 2020-21, 2021-22, 2022-23

BACKGROUND INFORMATION: The City is required to approve an annual appropriations budget each fiscal year. A Request for Proposals was prepared and distributed for budgeting software packages for three years beginning with fiscal year 2020 – 2021.

Proposals were received on October 15, 2020 and evaluated by a selection committee composed of the Finance Director, Assistant City Administrator and Finance Associate. Proposals were received from seven (7) vendors and were reviewed and graded based upon technical criteria set prior to the opening of proposals and cost proposals. The committee is recommending proposal award to McLain Decision Support Systems. The Finance Director and the Finance Associate participated in a software demonstration provided by McLain Decision Support Systems to confirm the budget software would provide the needed applications to prepare and present the budget.

The cost of the budgeting software package is \$14,900 annually with an option to renew an additional two years at the same cost of \$14,900 each year.

FINANCIAL IMPACT: Funds for this request are budgeted in the Finance budget for fiscal year 2020-2021.

ATTACHMENTS: Resolution 20-197, A Resolution to Award Contract to McLain Decision Support Systems Provide Budgeting Software Solution Package for Fiscal Years 2020-21, 2021-22, 2022-23; Contract for Budgeting Software.

RECOMMENDATION: Approve Resolution 20-197

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and McLain Decision Support Systems (“Vendor”) (collectively as “Parties”), and is entered into on December 21, 2020, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires budget software and desires to contract with a third-party independent Vendor to provide budgeting software for the City’s benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Proposal (RFP) and Vendor submitted a proposal; and

WHEREAS, the City has selected Vendor to provide the product and services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be December 21, 2020.
2. **TERM.** The term of this Agreement shall be from the Effective Date herein through December 21, 2023. The Parties may extend this Agreement in writing, as agreed upon by the Parties.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, professional liability and workers’ compensation insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
 - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;
 - b. Professional liability insurance in the amount of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;
 - c. Workers’ compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers’ compensation insurer waiving subrogation rights under its workers’ compensation insurance policy against the City, its officers, agents, employees,

and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. **VENDOR RESPONSIBILITIES.** The Vendor shall have the following responsibilities:

- a. Upon signing of this Agreement by December 21, 2020 the selected vendor agrees to provide budgeting software to the City and implement that software.
- b. Vendor is responsible for integrating budget software to current accounting software;
- c. Vendor agrees to provide most recent updates to the budgeting software in a timely manner;
- c. Vendor agrees to establish a secure and trusted connection to software;
- d. Vendor agrees to provide secure access for users;
- e. Vendor agrees to provide dedicated customer service during regular business hours of 8:00 am – 4:30pm CST; and
- f. Contract will include maintenance, licenses and training for all users required by the City.

5. **CITY'S RESPONSIBILITIES.** The City shall have the following responsibilities:

- a. The City will provide access to current accounting software to integrate budget software; and
- b. To the extent possible and reasonable, the City will provide accurate available financial data.

6. **PAYMENT.** Payment will be made in full within thirty (30) days of receipt of invoice with satisfactory completion of all contractual products and services.

7. **INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City.

8. **AMENDMENT AND TERMINATION.** This Agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms outlined herein through no fault of the party initiating the termination.

9. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to

any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.

10. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.

11. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.

12. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

13. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14. **TIME.** Time is and shall be of the essence with regards to this Agreement. Vendor will adhere to the proposed schedule provided in the response to the RFP which is incorporated by reference and attached herein as Exhibit A.

15. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

16. **INDEMNITY AND HOLD HARMLESS.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.

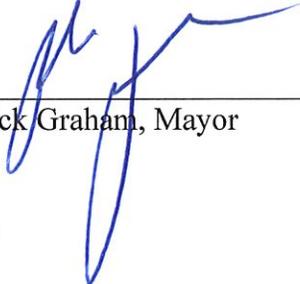
17. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

18. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public

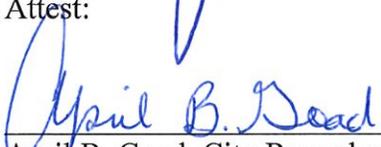
24. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: 
Rick Graham, Mayor

Date of Execution: 12-21-2020

Attest:

April B. Goad, City Recorder

Legal Form Approved:

Patrick Carter, City Attorney

By: _____
Vendor Representative & Title

(Print Name)

EXHIBIT A



City of Spring Hill
Request for Proposals
Budget Software

Proposals Due: October 15, 2020 at 2:00pm CST

199 Town Center Parkway
Spring Hill, TN 37174
(931) 486-2252

I. Introduction

The City of Spring Hill invites proposals from qualified vendors to provide budgeting software that is cloud-based (preferred) or on-premises to improve efficiency of its current budgeting process to serve citizens and staff. The current Excel spreadsheet-based system does not operationally support the needs of the City. The software solution is expected to integrate with the City's current accounting software (Tyler Technologies) and have the ability to create a budget publication that can be formatted to meet the requirements of the Governmental Finance Officers Association Distinguished Budget Award guidelines. The budget publication will also be used to communicate the City's municipal budget in an easy to understand format and content including graphics, charts and tables. The software is expected to be user-friendly, delivering maximum benefits, and easy-to-input data and to manage and retrieve information for budget analysis, decision- making, reporting and document archiving. All vendors proposing must agree to the terms and conditions as set forth herein.

II. Background

Spring Hill is located approximately 30 miles south of Nashville and spans two counties: Maury and Williamson. The City has an estimated 2018 population of 40,436 and 2020 taxable assessed valuation of \$1,384,556,614. The City operates on a fiscal year beginning July 1st and ending June 30th. The City consist of fourteen funds including the General Fund and Water and Sewer Fund. The General Fund consists of eighteen departments and there are five departments within the Water and Sewer Fund. The City occasionally adds new funds and departments as needed. For the fiscal year ending June 30, 2021, the City appropriated expenditures totaling \$81,174,915 (budgeted).

III. Scope of Services

The City desires to purchase a budgeting software system. The term of the agreement will be for a two (2) year period with an option to renew annually upon mutual agreement between parties for one (1) additional year unless otherwise terminated, for a maximum period of three (3) years, as provided by the terms and conditions of the agreement between the City and vendor. While the extension may be recommended, it cannot be guaranteed without Board of Mayor and Alderman approval. The selected vendor will provide budgeting software that includes the following:

General

- Integration with current accounting software and general ledger – Tyler Technologies;
- Software will create budget publication to assist with implementation of GFOA certification;
- Graphics module for preparation of graphs, tables, charts, etc.;

three (3) municipal customers websites using the vendor's budgeting software and publishes annual budget.

The proposal format shall be at the vendor's discretion; however, please consider economy of preparation, clarity and organization. Proposals shall include:

A. Transmittal/Cover Letter

Include a transmittal/cover letter signed by an individual authorized to bind the proposer which includes, at a minimum, the purpose of the response, acknowledgement of the terms and conditions and contact information.

B. Background and History of Company

Include a brief background and history of your company including such information as location, length of time in business, overall experience, number of current customers, size of staff, and municipal customers.

C. Qualifications

- Include resumes of all key professional members who will be assigned to the project. Resumes should be included for all professional members of the team. The resumes should include specific engagements or clients to whom similar services have been provided, if possible;
- Describe implementation and support of budgeting, forecasting and reporting;
- Describe the firm's system of quality control to ensure the work meets a high-quality standard.

D. Vendor Agreement

The City reserves the right to draft a vendor services agreement (see attached Exhibit A) incorporating the terms of this RFP.

E. Proposed Costs and Fees

Include your fee structure (proposed costs for services), including cost for future years and any annual maintenance charges.

F. Security/Privacy

Provide details on cyber-security and privacy program used to operate the budgeting software. Describe measures used to restrict unauthorized access and ensure the safety and integrity of information.

G. References/Projects

List the three (3) most recent engagements where your company has provided budgeting software for cities and/or counties. List entity name, contact person, phone number.

Respondents shall complete and sign all forms requested for completion within this RFP, including:

associated with implementation, maintenance, customer service, user access, software updates, licensing and necessary training.

At the conclusion of the evaluation process, the Evaluation Committee will recommend to the Board of Mayor & Aldermen the Proposer with the final ranking within the competitive range whose proposal is most advantageous to the City. The Board of Mayor & Aldermen will review the Evaluation Committee's recommendation and approve the final selection.

VII. Vendor Services Agreement

The selected vendor will be required to enter into a Vendor Services Agreement with the City of Spring Hill which includes the City's standard Terms and Conditions including insurance and bonding requirements (Appendix A).

VIII. Submission of Proposals

One (1) unbound copy, three (3) bound copies and one (1) electronic copy of all proposals must be received in the City of Spring Hill, City Recorder's Office by **October 15, 2020 at 2:00pm CST**. It is the responsibility of the Vendor to see that any proposal sent through mail, or any other delivery method, should have sufficient time to be received by the City of Spring Hill, City Recorder's Office prior to the proposal due date and time. **Late proposals will not be accepted.** Proposals should be clearly marked "**Budgeting Software RFP**" and shall be submitted to:

By Mail:

City of Spring Hill City Recorder
P.O Box 789
Spring Hill, TN 37174

By U.P.S. or FedEx

City of Spring Hill City Recorder
199 Town Center Parkway
Spring Hill, TN 37174

All inquiries to this proposal should be submitted via e-mail to: Tonya Travis, Finance
Director

Email: ttravis@springhilltn.org

- iii. Negotiating with the City any matter related to this proposal; or
 - iv. Any other expenses incurred by Proposer(s) prior to date of award, if any.
- J. All materials submitted become the property of the City.

XI. Award of Contract

The City of Spring Hill will receive competitive proposals from vendors having specific experience and qualifications in the areas identified in this solicitation. Under competitive negotiation procedures, the terms of the vendor agreement, the price of the service, the method of service delivery, and the conditions of performance may be negotiable. A contract award recommendation and corresponding vendor agreement will be presented to the Board of Mayor and Aldermen for consideration and approval for the vendor that best meets the proposed needs at a reasonable price, **not necessarily at the lowest price.**

24. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

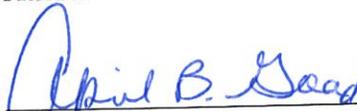
IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: _____
Rick Graham, Mayor

Date of Execution: 12-21-2020

Attest:

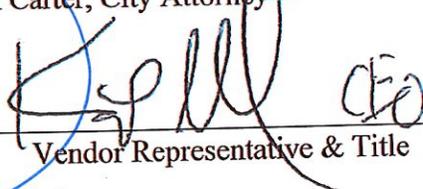


April B. Goad, City Recorder

Legal Form Approved:



Patrick Carter, City Attorney

By:  CEO

Vendor Representative & Title

Kenneth P. McCain
(Print Name)