

## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

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**TO:** Mayor and City Council

**FROM:** Lisa Ailport, City Administrator *LMA*

**DATE:** September 10, 2020

**RE:** **Contract with Vigilante Studio**

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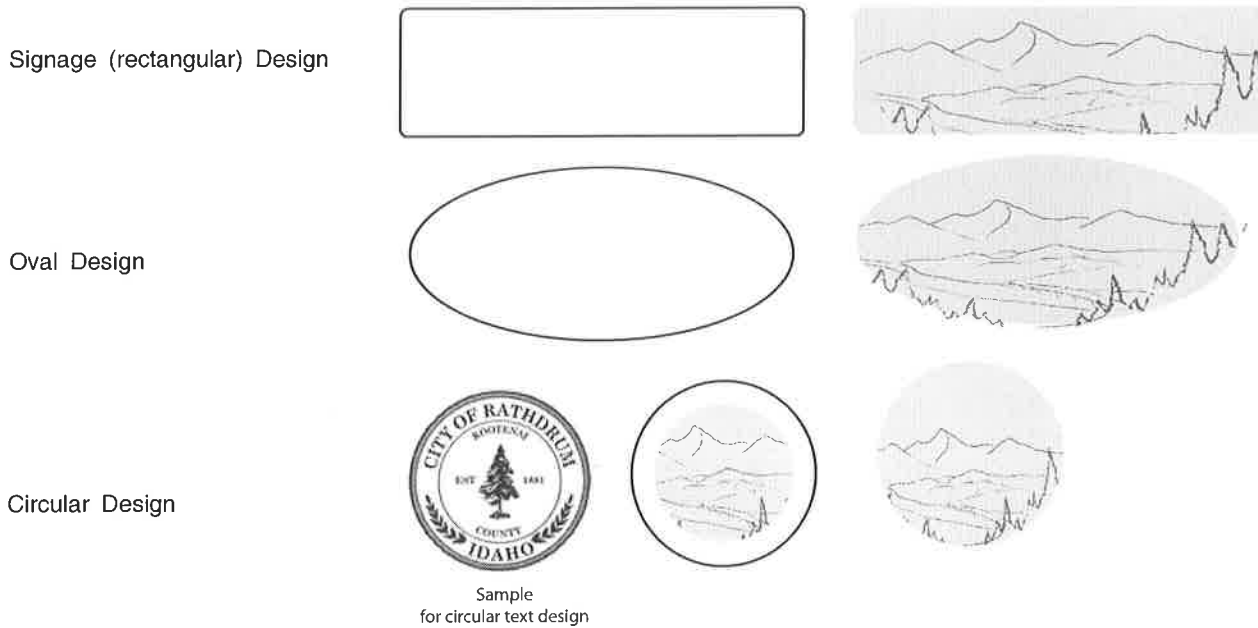
The attached scope and contract is requested for approval by the City Council to engage Dan Seward with Vigilante Studio to help develop a cohesive brand across all our utilities and departments. In discussions with Mr. Seward, he is willing to develop some versions to bring back to Council at a future date to provide feedback and constructive direction to achieve the goal of this exercise.

I am excited about the possibility of working with Mr. Seward, as he is a born, raised and now returned back to Bonners Ferry to operate his business. Mr. Seward is also very excited to do the work on behalf of the City he was raised in.

If approved, Mr. Seward would begin work on the development of a brand initially based off of the gateway entry signage that was installed last year. The first phase includes developing a brand for our use on our website, form letters and utility departments. A future phase includes folding in the Police and Fire Department brands as well.

Staff is seeking a motion to authorize the Mayor to sign a contract with Vigilante Studios to develop a brand for the City, in the amount not to exceed without prior approval of \$1,705.00.

Please let me know if you have any questions.



Present 3 ideas (comps / directions)	5 hours each (15 hours)	<p style="text-align: center;"><b>Includes:</b></p> <ul style="list-style-type: none"> <li>• 3 design comps / honed to one</li> <li>• Revisions to chosen design                             <ul style="list-style-type: none"> <li>- Up to 3 rounds of major revisions</li> <li>- Multiple minor revisions if needed</li> </ul> </li> <li>• Create three shape designs for each                             <ul style="list-style-type: none"> <li>- Multiple minor revisions if needed</li> </ul> </li> </ul> <p><b>Deliver:</b> SIMPLISTIC COLOR DESIGN SIMPLISTIC 2 TONE DESIGN black and white for Small size and simple use. DETAILED ILLUSTRATED DESIGN For large print.</p> <p><b>31 hrs total</b> 55/hr</p> <p><b>1705.00</b> Ceiling budget for Level 1</p>
Choose direction and build out graphics	6 hours	
Refine edits and present	4 hours	
Refine edits and present	2 hours	
Work out 3 different shapes for design	8 hours	
Edits	3 hours	
Final Edits and deliver completed files for branding Vectorize.	3 hours	

City of Bonners Ferry - Branding Project Level 2

Design other departments within branding requirements (Fire, Police ect.)

T.B.A.



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**TO:** Mayor and City Council

**FROM:** Lisa Ailport, City Administrator *LMA*

**DATE:** September 10, 2020

**RE:** Request for Proposal to seek Enterprise Resource Planning Software

The City needs to seek qualified proposals to purchase new enterprise resource planning (ERP) software for the City. Idaho procurement laws require that taxing districts complete this type of purchase through the formal bidding process outlined at Idaho Code §67-2806(2) because the cost could ultimately exceed the \$100,000.00 limit

Enterprise resource planning (ERP) refers to a type of software that organizations use to manage day-to-day business activities such as accounting, procurement, project management, risk management and compliance, and supply chain operations.

The attached scope of service was drafted after the City Hayden and Sandpoint went through this process in the past two years. We are hopeful that we can get the formal bidding completed in the next 30 days, if Council approves of the RFP.

Please let me know if you have any questions.

**CITY OF BONNERS FERRY,  
IDAHO**

**REQUEST FOR PROPOSAL (RFP)  
FOR  
ENTERPRISE RESOURCE PLANNING  
(ERP) SYSTEM**

Submit Proposal to:

City of Bonners Ferry  
Attn: Christine McNair, City Clerk  
7232 Main Street #149  
Bonners Ferry, Idaho 83805

E-mail: [cmcnair@bonnersferry.id.gov](mailto:cmcnair@bonnersferry.id.gov)

**Deadline – 2:00 p.m. PDT, October 9, 2020**

# **City of Bonners Ferry**

## **Request for Proposal (RFP)**

### **Enterprise Resource Planning (ERP) System**

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#### **I. Introduction**

The City of Bonners Ferry (“City”) is evaluating software solutions that will provide the City with a long-term Enterprise Resource Planning (ERP) System. The solution will replace the City’s current processes and financial/permitting system. The proposed solution should provide and support all specifications and requirements identified in this RFP. Proposers offering hosted services or software as a service (SaaS) systems are encouraged to propose, but “cloud” services are not required. The City currently uses Black Mountain Software, for utility billing and financial planning as well as many manual processes in Microsoft Office. This software is self-hosted on-premises and additionally, a Microsoft file server is utilized for shared document storage and collaboration.

#### **II. Community Profile**

The City of Bonners Ferry is a growing community located in the Northern Idaho Panhandle, in Boundary County. The City is a community of approximately 2,543 people (2010 census). It is located in Boundary County, Idaho, approximately 80 miles north of Coeur d’Alene, approximately 30 miles north of Sandpoint, and approximately 25 miles south of the Canadian border.

The City provides a wide range of services. These services include, but are not limited to, administration, financial planning and budgeting, work-order processing, utility billing for water, wastewater, electric customers with future plans for internet billing, planning and zoning permitting, encroachment/approach permitting, construction and maintenance of streets, utility infrastructure maintenance and ESRI infrastructure and utility mapping, etc. The City website is [www.bonnerrsferry.id.gov](http://www.bonnerrsferry.id.gov)

#### **III. Objective**

The goal of this project is to have a comprehensive integrated and user-friendly system to provide staff and residents information and services at a variety of levels. The first step is providing this RFP and obtaining budgetary numbers. It is assumed that all software demonstrated will be considered as included as part of this proposal. The following list represents required key components:

- All employees have access to the system for inquiry purposes.
- Ability to have an executive dashboard/overview screens.
- Ability for global searches across all software modules.
- Any and all costs for implementation of this software including but not limited to travel, training, etc., must be included in the proposal.
- Any conversion costs must include on-site visits and data field mapping.
- Training for the software must be included in the proposal.

# City of Bonners Ferry

## Request for Proposal (RFP) Enterprise Resource Planning (ERP) System

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### IV. Submission Requirements

Proposers are required to submit the following as defined within the submission packet:

- Vendor Proposal Checklist (pp. 20-21).
- Detailed information as requested in the Vendor Proposal Section (pp. 21-30) {A-K}.
- Proposal Signature Form (p. 30) {L}.
- Insurance Requirements in Appendix A (p. 31).
- A detailed Total Cost Summary with breakdowns as defined within Appendix B (pp. 32-33).
- Any Exceptions to information in this packet should be documented in Appendix C (p. 34).
- Completed Module Requirements Summary Sheet - Appendix D (pp. 35-36).

### V. Intent of this RFP

This Request for Proposal (RFP) is intended to provide Proposers with a common, uniform set of instructions to assist them in the development of their proposals and to provide a uniform method for the City to fairly evaluate proposals and subsequently select a Vendor to provide the system.

This RFP provides desired specifications and key features for functional requirements related to organizational objectives, information on applications, number of users, and transaction volumes. Vendors are invited to propose a solution that will effectively and efficiently achieve our goals and objectives and provide for future growth.

In responding to this RFP, Proposers shall follow the prescribed format and use the included forms, thus providing the City with data that is easily compared with data submitted by other Vendors to fairly and objectively evaluate the proposals. Failure to follow required submittal instructions as stated above in **IV. Submission Requirements** may be grounds for a proposal being rejected as non-responsive.

The City assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this process. In addition, the City will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the City other than those given in writing by the City Clerk through the issuance of addenda. In no event may a Proposer rely on any oral statement by the City or its' agents, advisors, or consultants. It is the full responsibility of the Proposer to thoroughly investigate the needs/requirements of the City not necessarily assumed in this RFP and to propose the most comprehensive integrated ERP System designed and tested to most efficiently meet the needs/requirements of the City. The City reserves the right to amend, reissue, or cancel this RFP at its sole discretion.

The City understands that not all Vendors will be able to supply all modules requested. The City reserves the right to reject any or all proposals, to waive informalities, and to determine the best overall proposal based on a uniform evaluation criteria and the best interests of the City of Bonners Ferry.

*If the City determines a Proposer has knowingly provided materially incorrect or false information for consideration in the evaluation process, that proposal will be determined non-responsive and rejected.*

**City of Bonners Ferry**  
**Request for Proposal (RFP) Enterprise Resource Planning**  
**(ERP) System**

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# City of Bonners Ferry

## Request for Proposal (RFP) Enterprise Resource Planning (ERP) System

### Invitation for Proposals

All proposals are requested to be submitted to the attention of the City Clerk at the Bonners Ferry, City Hall, 7232 Main Street, Idaho, 83805, no later than 2:00 p.m. PDT on October 9, 2020. Proposals cannot be accepted at any other location.

*The City of Bonners Ferry, Idaho reserves the right to reject any and all proposals received, and to select the proposal which it determines to be in its best interest. The future award of this proposal will be considered on the basis of system functionality, technology, cost, support, and vendor characteristics that meet the City's stated and desired needs.*

All proposal forms, information, and specifications regarding this proposal are available from the City Clerk's Office. All proposals must be submitted in an envelope that is clearly marked: "RFP - Enterprise Resource Planning (ERP) Software Solution, City of Bonners Ferry."

### Non-Discrimination

The City of Bonners Ferry provides services to its citizens without regard to race, religion, gender, age, national origin or disability. Therefore, during the course of performance of a contract with the City Of Bonners Ferry, the selected Vendor will provide services and will engage in business practices, which do not discriminate on the basis of race, religion, gender, age, national origin, and/or non-job-related handicap. This requirement shall be considered a material term of contract performance.

### General Instruction to Proposers

#### A. Key Dates

Proposals will be accepted until 2:00 p.m. PDT on Thursday, October 9, 2020 at Bonners Ferry City Hall, City Clerk's Office. Proposals cannot be accepted at any other location.

Milestone	Timeframe
RFP Issuance	September 17, 2020
Deadline: Questions Received from Vendors	September 24, 2020
Questions Responded by 4:30 p.m. PDT	September 28, 2020
Deadline: Vendor Proposals Due	October 9, 2020
Selection Committee to Score Vendors for Possible Demos	October 12-15, 2020
Notify Selected Vendors of Demonstration Dates	October 16, 2020
Demonstration of Software	October 26-30, 2020
Selection Committee to Score Demos and Select Finalist	November 2, 2020
Anticipated Contract Award Date by City Council	November 17, 2002
Anticipated Start of Project	December 1, 2020

#### B. Calculation Error(s)

In the event of a calculation error on the proposal form, total price shall prevail.

# City of Bonners Ferry

## Request for Proposal (RFP) Enterprise Resource Planning (ERP) System

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### **C. Questions and Addenda**

The City's Clerk will act as the Primary Contact offering this proposal. All parties submitting proposals shall carefully examine this proposal and any addenda issued by the City Clerk. Proposers shall seek clarification of any ambiguity, conflict, omission, or other error in this proposal "in writing." Oral comments or communications do not form any part of this proposal offering. Questions should be addressed to the City Clerk in writing. If the answer materially affects this process, the information will be issued in an addendum to all parties who have received copies of this RFP.

Written communications should be addressed as follows:

City of Bonners Ferry  
Christine McNair, City Clerk  
PO Box 149  
Bonners Ferry, Idaho 83805  
[cmcnair@bonnersferry.id.gov](mailto:cmcnair@bonnersferry.id.gov)

*Proposer contact with any other party in the City of Bonners Ferry is expressly forbidden and may result in disqualification of the Proposer's submittal.*

### **D. Inspection of Vendor's Plant and Place of Business**

The City reserves the right to inspect the Proposer's facilities and place of business in this offering.

### **E. Conflicts, Gratuities, and Kickbacks Prohibited**

The City prohibits any actual or appearance of conflicts of interests, gratuities, kickbacks, and use of confidential information in all proposal offerings, and further notes that such activity may subject the party to criminal prosecution under Title 18, Chapter 13 of the Idaho Code.

### **F. Supporting Documentation**

Proposers are encouraged to submit any literature, warranty information, and other documentation to support the Proposers compliance with the specifications contained in this proposal package.

### **G. Pricing Eligibility and Proposal Retraction**

All Vendor proposals are required to be valid for a term not less than 120 calendar days from the opening date. A proposal may not be modified, withdrawn or cancelled by Vendor during the 120 day time period following the time and date designated for the receipt of proposals.

Proposers are advised that any proposal submitted as part of this proposal offering may not be withdrawn for a minimum of 120 days following the proposal opening unless circumstances justify consideration by the City Clerk of a release from this provision. Requests to withdraw a proposal must be in writing and received by the City of Bonners Ferry, Idaho within twenty-four (24) hours of the proposal submission deadline of October 2, 2020. Any Vendor that withdraws its proposal shall be precluded from further submittals on this project.

# City of Bonners Ferry

## Request for Proposal (RFP) Enterprise Resource Planning (ERP) System

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### **H. Proposal Identification**

Proposers must submit their proposal in an envelope clearly marked “RFP - Enterprise Resource Planning (ERP) Software Solution, City of Bonners Ferry.” This instruction is provided as a means to ensure proper delivery and handling. Proposals in the form of telegrams, telephone calls, faxes, or email messages will not be accepted. Required electronic copy (.pdf) can be on removable media.

### **I. Proposal Submission**

Prior to entering into a future contract with the City, the successful Proposer(s) must provide the following information:

1. The name of every company bearing an interest in the proposed goods and services to be provided in this proposal offering.
2. The name, title, address, and telephone number of individuals with authority to contractually bind the Proposer.
3. A designated person(s) who can be contacted by the City of Bonners Ferry during the proposal evaluation period. This information shall include the person’s name, title, address, telephone number, and email address.
4. A list of all modules included in the proposal.

Proposers will not be allowed to alter a proposal after the deadline for submittals (p. 6 - **A. Key Dates**).

### **J. Number of Proposal Submissions**

Proposers are required to submit one (1) paper & one (1) searchable electronic copy in .pdf format.

### **K. Presentations and Demonstrations**

Demonstrations will be required of proposal finalists as part of the evaluation process. The City will notify one or more of the responsive Proposers to make arrangements for the date, time, and place for such a presentation or demonstration. Demonstrations are being planned to occur during the week of October 25, 2020 (p. 6 - **A. Key Dates**). Vendors should plan to provide their demonstrations within a 4 hour time frame. The City is requiring a qualified individual onsite during demonstrations or an equivalent virtual demonstration using a platform that is acceptable to the City, to evaluate and/or validate any third party integration and offer recommendations for achieving the City’s required functionality. The City’s expectation is no loss of current functionality with respect to a new system.

### **L. Disposition of Proposals / Property of City**

All materials submitted in response to this RFP will become the property of the City once they are opened. One (1) copy of each proposal shall be retained for the official files and will become a public record after an award is made by the City of Bonners Ferry and thus open for public inspection. It is understood that the proposal will become a part of the official files of the City of Bonners Ferry. Supporting technical manuals will be returned at the written request of the Proposer.

### **M. Disclosure**

## **City of Bonners Ferry**

### **Request for Proposal (RFP) Enterprise Resource Planning (ERP) System**

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The following information submitted by a Proposer in connection with this procurement may not be subject to public disclosure if so requested by proposer and clearly marked provided that it remains exempt under the Idaho Public Records Act:

74-107(1) Trade secrets including those contained in response to public agency or independent public body corporate and politic requests for proposal, requests for clarification, requests for information and similar requests. "Trade secrets" as used in this section means information, including a formula, pattern, compilation, program, computer program, device, method, technique, process, or unpublished or in-progress research that:

(a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and

(b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

74-107(4) Any estimate prepared by a public agency or independent public body corporate and politic that details the cost of a public project until such time as disclosed or bids are opened, or upon award of the contract for construction of the public project.

However, the Proposer must clearly invoke the protection of 74-107 by identifying this protection upon submission of the data or other material or this protection may be found by the City to have been waived by the submitting party. Disputes over disclosure will be resolved by the City Clerk based on legal advice provided by the City Attorney. In no event shall the entire packet be exempt from disclosure; only clearly identified sections may be exempted.

#### **N. Cost Incurred in Responding**

This proposal offering does not commit the City of Bonners Ferry to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs, nor does it commit the City of Bonners Ferry to enter into a contract.

#### **O. Prime Proposer Responsibilities**

If the Proposer's response includes goods and services provided by other vendors, the Proposer will be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery, and quality of such goods and services. The Proposer will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of **all contractual requirements resulting from this proposal offering**.

#### **P. Content of Proposal**

Any addenda to these documents shall be sent to Proposers and will become part of this RFP. No oral statements, explanations, or commitments by anyone shall be of any effect unless incorporated into the addenda. All questions will be collected and responses distributed as follows:

**City of Bonners Ferry**  
**Request for Proposal (RFP) Enterprise Resource Planning**  
**(ERP) System**

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Questions received from Proposers through end of day on September 24, 2020 will be answered by end of business day on September 28, 2020. Responses to all questions will be sent to all Proposers via email.

Protests based on questions will be considered waived if said questions were not brought to the attention of the City by the deadline Milestone date of “Questions Received from Vendors” on September 24, 2020 (p. 6 - **A. Key Dates**).

All Proposer questions should be addressed to Christine McNair, City Clerk at [cmcnair@bonnersferry.id.gov](mailto:cmcnair@bonnersferry.id.gov).

Responses will be distributed to the email address provided to the City at the time that vendors acquire the RFP packet.

*Proposer contact with any other party in the City of Bonners Ferry, apart from the City Clerk as stated above, is expressly forbidden and may result in disqualification of the Proposer's submittal.*

# City of Bonners Ferry

## Request for Proposal (RFP) Enterprise Resource Planning (ERP) System

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### **Q. Insurance Requirements**

Prior to entering into a contract with the City of Bonners Ferry, the successful Proposer(s) must provide a Certificate of Insurance showing proof of insurance, which meets or exceeds requirements set forth in Appendix A (p. 31)

### **Current Systems Background**

The City of Bonners Ferry currently uses Black Mountain Software applications for its financial and utility billing software, and various database management tools provided by Microsoft products for application management. The City has used Black Mountain Software as their accounting and payroll for around 20 years and the billing software for approximately 12 years. In its current state, the software system no longer supports the current business or integrated data needs of City employees, system users, and constituents, therefore, the City is seeking a new integrated software solution.

The current software system is used primarily for various finance processes, including accounting and payroll as well as utility billing (for water, sewer and electric –although not fully supported). Use and acceptance beyond these core user groups is not widespread. Financial processes are formalized, standardized, and are fully documented, but these processes involve manual steps outside the software package and use of third party applications and documents. The various finance and permitting processes also involve a great deal of redundant entry, manual workflow, and separate tracking across all departments.

Almost all departments maintain their own offline methods to track budgets, expenditures, projects, revenue, and other business data. There are a few systems in use across the City (see Integration and Interfaces, on p. 26), none of which are currently interfaced with the financial and permitting system. Consequently, the software system lacks sufficiently consolidated or corroborated data sets for use in management decision making and analysis with considerable human effort expended for data extraction, validation and reconciliation. Below is a summary of the current system environment.

**City of Bonners Ferry**  
**Request for Proposal (RFP) Enterprise Resource Planning**  
**(ERP) System**

<b>Current Footprint</b>		
<b>Black Mountain</b>	<b>Other Software</b>	<b>Microsoft</b>
<p style="text-align: center;"><b>Finance</b></p> <p>General Ledger  Accounts Receivable  Accounts Payable  Payroll  Cash Receipting  Utility Billing  Budgeting  Business Licensing  Fixed Assets</p>	<p style="text-align: center;"><b>GIS</b></p> <p>ESRI ArcGIS</p> <p style="text-align: center;"><b>Document Management</b></p> <p>Shared File Server</p> <p style="text-align: center;"><b>BDS</b></p> <p>Utility bill mailer</p>	<p style="text-align: center;"><b>Finance</b></p> <p>Cash Management  Treasury/Investments</p> <p style="text-align: center;"><b>Other</b></p> <p>Building and Land Use  permitting and tracking</p>

**City of Bonners Ferry**  
**Request for Proposal (RFP)**  
**Enterprise Resource Planning (ERP) System**

The following shows an **estimated** summary of key transaction and operating volumes.

Transaction and Operating Volumes	Current
<b>Organization</b>	
City of Bonners Ferry population (approximate)	2,500
Total number of City locations	3
Number of concurrent financial system users	2
Number of concurrent utility billing system users	4
Desktop Hardware / Operating Systems	Windows 10; Windows 7 (phasing out)
E-mail System	On-premises Exchange
Internet Browsers	IE, Firefox, & Chrome
<b>Current Line Of Business Environment</b>	
Financial / Payroll /Utilities / Permits	Black Mountain Software
Business Licensing	Black Mountain Software
LID – Special Assessments	N/A
Server / LOB Infrastructure	Self-hosted server/client
<b>General Ledger</b>	
Fiscal year start date	October 1st
Number of funds	5
Number of departments	5
<b>Fixed Assets</b>	
Number of fixed assets	Unknown
<b>Purchasing and Purchase Orders</b>	
Number of regular purchase orders (monthly)	225+
Number of purchasing/AP Vendors	1500
<b>Accounts Payable</b>	
Number of accounts payable checks (monthly)	225
Number of accounts payable EFT payments (monthly)	0
Frequency of accounts payable check runs	Bi-weekly + on demand
<b>Human Resources and Payroll</b>	
Number of full-time employees	30
Number of part-time, seasonal, temporary employees	±15
Payroll frequency	Bi-weekly
<b>Utility Billing- Water/Sewer/Garbage</b>	
Number of residential and commercial customers	1381
Type of utilities billed	Sewer (Fixed Rate)
Type of utilities billed	Water (Base Rate + Usage)
Type of utility billed	Garbage (fixed rate)
Bill mail frequency	Monthly
Bill printing and mailing	BDS
<b>Utility –Billing Electric</b>	
Number of residential and commercial customers	2802
Types of utilities billed	Electric (Base Rate + Usage; Demand)
Bill mail frequency	Monthly
Bill printing and mailing	BDS



# **City of Bonners Ferry Request for Proposal (RFP) Enterprise Resource Planning (ERP) System**

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## **Business Goals**

Through the implementation of a new ERP system, the City desires to achieve the following goals:

- The City will have a centralized technology platform that is easily used by, and meets the needs of all Departments.
- The City will improve service to its constituents through increased access to services and information and increased efficiency of service delivery both internally and online.
- The City will achieve improved levels of efficiency through the significant reduction of duplicative or redundant processes and paper/manual efforts, and through the implementation of efficient business tools such as workflow automation.
- The City's business processes will be based on leading business practices, becoming more formal, standard and consistent to enhance controls and reduce risk.
- The City will be able to easily search and obtain information for internal and external purposes and will be able to produce a variety of reports for management decision-making, reporting and analytical purposes.
- The City will have accurate and verifiable information, consistent and accessible across the organization's departments.

## **System Goals**

The City desires for the future ERP system to meet the following high-level goals:

- The System is desired to replace the current financial system and incorporate the manual Microsoft Office based processes.
- The system should be a long-term, stable, scalable solution that will integrate, interface or potentially replace other processes and/or systems currently in use, as well as be able to interface with potential future processes or systems (Idaho State) that might be required.
- The System should be on a single platform, distributed and accessible throughout the entire City from any location or remote site, with a common look and feel across modules. The internal and external customer interface and functionality should be user-friendly.
- The System should be able to apply partial credits across all billing accounts and/or be able to apply credits to specific accounts as determined by the customer and the city.
- The System will have central, inter-relational databases that feed data throughout the system based on a single point of entry (thereby eliminating duplicate/redundant entry).
- The System will have the ability to capture significantly more information than previously available in an improved, easily accessible and customizable format.
- The System will enable easy reporting of data in both standard out-of-the-box reports and custom developed reports.
- The System will be flexible and simple to adapt, expand or change to meet specific department's information needs.
- The System should provide easy access to information across modules with a self-service, searchable format.
- The System will employ standard, formal business processes based on leading practices that are uniform throughout the system.
- The System will maximize the efficiency of business operations through automated workflows, notifications and document availability.

# City of Bonners Ferry Request for Proposal (RFP) Enterprise Resource Planning (ERP) System

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- The System will be able to support current resource levels and be easily expandable to accommodate a growing customer base.

## Requirements

The City is seeking solutions for the following business processes:

### Administration Management

- Address Listing
- Certificates of Insurance
- Records Requests

### Community and Economic Development (CED)

- Application database management
- Code Enforcement processing
- Engineering
- GIS - *Integration with ESRI ArcGIS*

### Document Management System

- Integrated with/into software system
- Capture/retrieve/meta-tag/backup documents

### Financial

- Accounts Payable/Purchasing
- Accounts Receivable
- Bank Reconciliation
- Budgeting
- Cash Receipting
- Fixed Assets
- General Ledger
- Local Improvement Districts/Special Assessments
- Payroll
- Project Management Tracking

### Human Resources

- Applicant Tracking
- Benefits
- Employee Event Tracking
- Employee Position Control
- Personnel Management

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## Licensing

- Business
- Liquor
- Citations (*Animal Control, etc.*)

Online Portal - *external facing for access/lookup/submittals/payments*

## Permits

- Encroachment/ROW
- Catering;
- Solicitors (*registration*)

## Utility Billing

- Sewer Billing
- Water Billing
- Electric Billing
- Garbage
- Work/Service Orders

While the City desires a comprehensive solution, proposers who provide a solution that requires additional interfaces/Vendors to meet the City's needs, will also be considered. The proposal should provide a breakdown of each module separately, clearly stating if each module is currently available for deployment in each heading section (e.g. AR and Fixed Assets are under 'Financial'). The City prefers a solution that includes seamless integration between as many systems as possible. However, the City reserves the right to purchase each solution separately from different Vendors if it is considered to be within its best interest.

The selected Vendor for each solution must be our one point of contact for all hardware, software, installation, implementation, conversion, training, and project management relating to each solution being proposed.

Proposals must include a description of each software module including developer information, licensing options, description of integration with other proposed applications, and a summary of features. If the module does not meet the City's requirements, the proposer must state the costs and schedule to update the module to meet the City's specifications. The total costs of modifying the module must be fully itemized on the proposal form included in this RFP.

## **System and Hardware Requirements**

A Vendor must outline within its proposal the system and hardware requirements of each software solution being proposed. The City will consider all system delivery methods, including hosted or managed services. Proposals must include a description of the optimal system configuration for the proposed solution. If the Proposer's solution requires new or additional hardware or equipment, the City of Bonners Ferry reserves the right to purchase this separately from this proposal.

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## **System Solutions**

See Module Requirements Summary (Appendix D, p. 35) for desired system modules as requested previously in section **Requirements** (pp. 14-15).

Proposed application software must, at a minimum, be capable of meeting the application software requirements indicated within this RFP. The City will, however, entertain proposals that will improve our processes based on Vendor expertise and recommendations.

Proposals should follow directions in Appendix B (pp. 32-33) to provide a detailed cost proposal. Functionality requirements should be addressed within the proposal submitted.

Proposals must include a description of each software module including developer information, licensing options, description of integration with other proposed applications, and a summary of features. If the module does not meet the City's requirements, the proposer must state the costs and schedule to update the module to meet the City's specifications. The total costs of modifying the module must be fully itemized and included in the proposal on the detail cost sheet (discussed in Appendix B).

Items not included in a Vendor's proposal must be clearly indicated (see form in Appendix C, p. 34).

## **Data Conversion**

The City requires the selected Vendor to perform data conversion from the current database to the new system. The data is stored in a Microsoft SQL database - running currently on SQL 2008. Additional sources of data are individual spreadsheets used city-wide that need to be converted and imported into the new system as well. Does the Vendor have previous experience converting from an existing SQL database generally? Provide detailed costs for conversion items specified:

### ***Utility Billing System***

- All information on all active utility accounts including account notes.
- Billing history for 3 years on active and 3 years for inactive accounts.
- All information on inactive accounts including all account notes.

### ***Financial System***

- All payroll records as of the date of implementation including notes.
- Detailed financial record data from budgeting, GL, AP, AR, CR including history and notes.

### ***Other Data Sources***

- Spreadsheet data used for budgeting, tracking of accounts, permits, and workflows.

Vendor is to provide a cost summary for data conversion for the services above. The Vendor must indicate in the proposal the total cost to perform the required data conversion services and a detailed description of the conversion services. The City reserves the right to select any or all of the above conversion services. Mutually agreed specifications for the conversion services and testing

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procedures will be included in the negotiated contract at a future date.

**Anticipated Number of Users**

Concurrent users are those who utilize the system and will be completing a large amount of transactions daily.

<b>System</b>	<b>Concurrent Users</b>
Financial Systems	4
Utility Billing System	4
Permits	4
Human Resources	3
General Inquiry	4

The majority of usage occurs between 8:00 a.m. and 5:00 p.m. PST/PDT, Monday through Friday during the City's regular hours of operation. There will, however, be times throughout the year when weekend and evening access is required. The Vendor should specifically indicate if there are times when the system cannot be accessed including but not limited to upgrades, maintenance cycles, and/or any other type of down-time.

**Maintenance and Support**

The City places a high degree of importance on the maintenance and support a Vendor provides for its application software packages. The quality and cost of maintenance and support offered by a Vendor will be an evaluation criterion.

The maintenance agreements for each application software package will begin immediately upon the expiration of the warranties for that package; otherwise these agreements will begin immediately upon acceptance of the package. Please detail the standard included warranty before this secondary maintenance support starts.

The selected Vendor must be willing to bear responsibility for any defects in the software that prevent the software from performing as designed including any consequential damage to data including erroneous, inaccurate, and unreliable data that is created by the software defect at no additional cost to the City.

Technical support must be available Monday through Friday with an email response or a call-back time of no more than 24 hours or one (1) business day maximum.

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The Vendor must describe the company's policy on maintenance and support, including costs, specifically addressing the following:

- How regular support is provided.
- How after-hours support is provided.
- How software glitches, bugs, and regressions are handled.
- How and when software upgrades, minor and major, are provided.
- Modifications required as a result of mandated State and/or Federal requirements.
- Custom modifications desired.
- Communication methods of outages/maintenance cycles for online portal users (e.g., citizens).

### **Software Licensing/Maintenance**

The Vendor must agree to license the software for continuous use at a fixed fee without additional royalties or services fees, except for fees for ongoing software maintenance. Software enhancements or upgrades for the base system, as well as any additional modules purchased by City will be provided at no extra charges beyond the annual software maintenance fee for as long as the City has a valid software maintenance agreement with the Vendor. The Vendor shall take full responsibility for software maintenance including upgrades, improvements, additions, enhancements, and changes in every respect.

### **Operations and Users Documentation**

The Vendor must furnish a complete description of the user manuals that will be provided for the operation and use of the proposed system. A description of the format in which the documentation will be provided is requested. For example online, compact disc, hardcopy, or a combination.

### **Implementation Plan**

A sample of a detailed implementation plan must be included in the Vendor's proposal. The City will favor a realistic implementation plan. All software or hardware must be loaded and configured on-site at the City of Bonners Ferry City Hall, excepting remote testing or proof-of-concept(s).

Vendor will provide on-site support, as needed, during the implementation of the project. If the City is to pay for travel, lodging, etc., during the implementation or maintenance periods, it must be included in the proposal price list. The City of Bonners Ferry shall not be responsible for additional charges or costs not included in this proposal.

### **Project Management and Process Definition**

The selected Vendor(s) is (are) expected to assign a project manager. In the proposal, explain the company's policy regarding project management and provide the qualifications of the proposed project manager(s). Any additional costs associated with project management services must be itemized and included in the proposal.

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As part of the implementation the City expects to redesign its key processes to accommodate integrating new software and processes into its workflow. In the proposal, explain and quantify the company's inclusion of this process definition and provide the qualifications of the proposed process facilitator(s). Any additional costs associated with process facilitation and definition services must be itemized and included in the proposal.

The City reserves the right to approve the selection of the project manager and project management services. Therefore, project management services are subject to negotiation after the selection of a Vendor. Final agreements regarding project management services shall be included in the contract for service.

**Training**

The Vendor shall provide sufficient services to ensure that the City has necessary assistance to complete a timely implementation. The City expects that the Vendor will provide onsite resources to assist with implementation and training activities. Furthermore, the Vendor shall provide ongoing support to the City with regards to the software and its implementation. All training plans will be agreed to by both the Vendor and the City and include detailed employee training schedule with measurable training goals.

**References**

The City prefers Vendors whose expertise, experience and knowledge are based on government practices and procedures and who specialize in governmental ERP systems. Therefore, one of our core requirements is the Vendor's proposed software must be currently operating in a production environment for a municipal government. The Vendor must supply a list of all governmental entities which are currently using the proposed systems, including the length of time the system has been operational. References within the State of Idaho are desirable, but references from other states are acceptable. Contact information should include contact name, telephone number and email. Please indicate if any of these entities are supported by third party vendors. The City of Bonners Ferry personnel reserve the right to contact any individuals listed in this section as references.

**Taxes**

Taxes should not be included in the proposal quotations for any software. The City of Bonners Ferry is a tax-exempt local municipality in the State of Idaho, and can furnish a W-9 indicating as such.

**Exceptions to the RFP**

The Vendor must itemize all exceptions to the specifications included in this RFP on the Exception Form (Appendix C), referencing the section number to which the exception is taken. Any RFP sections to which the Vendor does not take exception will be considered as being agreed upon by the Vendor.

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**Disqualification of Vendors**

More than one proposal from an individual, a firm or partnership, a corporation, or an association under the same or different names shall not be considered. Any or all proposals shall be rejected if there is reason for believing that collusion exists among the Vendors, and all participants in such collusion shall not be considered in future proposals for the same work. No contract shall be awarded except to competent Vendors capable of performing the class of work contemplated.

**Vendor Proposal Checklist**

Please use the following proposal checklist to ensure you are submitting a complete proposal. In addition to the one (1) hard copy, please clearly identify your digital copy media (CD-ROM, flash drive, etc.) with your business name and address. Please indicate where the information is located within your proposal submission and ensure that your proposal numbering corresponds to the numbering scheme below. Place this check list in the table of contents of your proposal.

RFP Item	Indicate “Included” or “Not Included”	Proposal Section
A. Proposal Summary Form		
B. Company Background		
C. Software Modules - <i>details and costs, including:</i>		
Administrative Management		
Community and Economic Development		
Document Management System		
Financial		
Human Resources		
Licensing		
Online Portal - <i>external facing</i>		
Permits		
Utility Billing		
Work Orders/Service Request		
D. Hardware, Operating System, and Programming		
E. Implementation Plan, including:		
Project Management Approach - <i>details and costs</i>		
System and Operational Procedure Development Plan		
Software Installation Plan		
Data Conversion Plan		
Report Development Plan		
Integration and Interfaces Plan		
Training Plan		
Documentation Development Plan		
Estimated Timeline		



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F. Staffing Plan		
G. Ongoing Support and Maintenance - <i>details and costs</i>		
H. Software Updates and Distribution - <i>details and costs</i>		
I. System Performance and Recovery		
J. References		
K. Total Cost - <i>Itemized</i>		
L. Proposal Signature		
Appendix A: Proof of Insurance		
Appendix B: Total Cost Summary		
Appendix C: Exceptions		
Appendix D: Module Requirements Summary		

**Vendor Proposal**

Please include the following in your proposal:

**A. Proposal Summary Form**

Name of Company	
Software Brand Name	
Name of Preparer	
Name of Primary Contact for Follow Up Questions	
Contact Phone Number	
Fax Number	
Email Address	

**B. Company Background**

Vendors must provide information about their company so that the City of Bonners Ferry can evaluate the Vendor's stability and ability to support the commitments set forth in response to the RFP. The City of Bonners Ferry, at its option, may require the Vendor to provide additional documentation to support and/or clarify requested information. The Vendor should outline the company's background including a brief description (e.g., past history, present status, future plans, company size, etc.). The City of Bonners Ferry will use this information to determine if the Vendor has the ability and history to completely execute said Vendor's intent to provide solutions and support to the City.

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1.	Please state the year the Vendor started in the business of selling ERP system solutions.	
2.	Where is the Vendor's closest facility/sales office in reference to the City of Bonners Ferry?	
3.	Where is the Vendor company's headquarters?	
4.	Please list the Vendor's sales in dollars for the previous three (3) years:	2019- 2018- 2017-
5.	How many total employees does the Vendor have in each of the following categories:	Sales/Marketing - Management/Administration- Help Desk Staff - Development Staff - Implementation Staff - Other - Total -
6.	Specify the number of public sector vs. private sector clients.	
7.	Indicate whether the business is a parent or subsidiary in a group of companies.	
8.	Has this company or product being proposed ever been purchased or acquired by another company? If yes, provide the name of the companies involved, specific products affected and when such merger or acquisition(s) took place.	
9.	What percentage of revenues does this offered system represent to your company versus other products/services?	
10.	Indicate if the company incurred an annual operating loss in the last 5 years.	
11.	Has the company had a workforce reduction during the past 5 years?	
12.	What is the percentage of annual revenues reinvested into research and development?	

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**C. Software Modules – details and costs.**

*(complete a separate checklist for each module being submitted)*

The Vendor is required to provide a general description of the application program product and how it will meet requirements of this RFP. Describe opportunities for making local customizations or development of interfaces without compromising the integrity of the base system. Also include in this description the following: VPN capabilities and support for mobile devices, GIS integration and capabilities, and web based “portal” solutions (including what is available for employee access, vendor access, citizen access and credit card processing).

13.	Please explain how your product is licensed. (concurrent, site, user or machine based) How are additional license sold?	
14.	How long has the current version of the Vendor software been in production?	
15.	What is the system architecture? (web-based, client/server, mixed)	
16.	What is the query tool and report writer that the Vendor is proposing?	
17.	Please describe any workflow or event alerts and notification capabilities the application provides.	
18.	Does the system provide global query function so that users can search system wide based on name, account, range of values, or partial and wild-cards?	
19.	Please describe all third-party software required or recommended for the solution, including report writers	
20.	Does the system provide multiple levels of data security control access by terminal, transaction, and file?	
21.	Is the system integrated into Microsoft Office Suite permitting the ability to import and export data to spreadsheets and documents?	

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**D. Hardware, Operating System and Programming**

The Vendor is required to provide the following information. Please include the minimum requirements for the computer hardware environments in which the proposed software will run (server and workstation). This should include the supported operating system(s) and database system(s) as well. Identify the communication protocols and networking requirements that are required for implementation and operation of the proposed system. Identify the development tools and methodology used by the Vendor in designing, developing, maintaining, and enhancing the application system.

22.	What hardware platform(s) does the Vendor proposed application software currently operate on?	
23.	What operating system does the Vendor's proposed application software currently operate on?	
24.	What database environments does the Vendor proposed application software currently operate on?	
25.	Is the Vendor committed to supporting the above operating system, database and hardware platforms for the foreseeable future?	
26.	Does the system architecture support a multi-tier deployment?	
27.	Does the application support native browser based deployment for workstations? Which web servers and browsers are supported? (IIS, IE 11, etc.)	
28.	Does the system support deployment/usage using remote access tools (e.g. VPN)? Are there any issues related to this type of utilization?	

**E. Implementation Plan**

The Vendor is to provide an implementation plan in narrative form that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

- i.) Project Management Approach
- ii.) System and Operational Procedure Development
- iii.) Software Installation
- iv.) Data Conversion Plan
- v.) Report Development
- vi.) Integrations and Interfaces
- vii.) Training Plan
- viii.) Documentation Development
- ix.) Estimated Timeline

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The Vendor should not be constrained to only include the above items in the Vendor's proposal response if the Vendor feels that they add value to the overall implementation.

29.	How many fully operational installations has the Vendor completed?  State overall percentage finished <u>before, on,</u> or <u>past</u> original client implementation goal/deadline.	Local Govt.- County Govt.- State Govt. - Other - Total -
30.	What is the hourly rate for implementation assistance beyond that which is included in the Vendor proposal by skill-set?	

It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Vendors proposed implementation plan are included in the following subsections.

Project Management Approach

Provide an overall description of the Vendor's project management approach towards this type of engagement.

System and Operational Procedure Development

The Vendor is expected to work with the City of Bonners Ferry in developing technical support and technical operational procedures to support the system.

Software Installation

The Vendor is expected to specify, furnish, deliver, install and support all system software.

Data Conversion Plan

The Vendor is expected to perform electronic and manual conversion of data to the new system, including overall data conversion coordination, definition of file layouts, and data import and validation into the new system. It is anticipated that the information specified under "**Data Conversion**" (p. 16) of this RFP will be converted to the new system. Does the Vendor have previous experience converting from an existing SQL database generally? (Or specifically Black Mountain Software)

Report Development

It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. It is also expected that the system will provide the ability to upload and download information ensuring integrity of uploaded information. The Vendor is expected to provide assistance to the City staff in the development of needed reports, via technical training on the tools used for report development, database schemas and architecture, etcetera.

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## Integrations and Interfaces

It is expected that information would be entered once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the municipality. The Vendor is expected to assist the City of Bonners Ferry in the development of required integrations and interfaces. Planned interfaces include:

- a) Ability to interface with ESRI products ArcGIS Desktop and ARC GIS Server (Parcels, Permits, Code Enforcement, Business Licensing, Utility Billing, and Work Orders).
- b) Ability to import merchant transactions to Utility Billing, Accounts Receivable and General Ledger systems related to automatic credit card payment services.
- c) Ability to import/export data from Payroll module and bank to accommodate positive pay and direct deposit services.
- d) Ability to import files for bank reconciliation.
- e) Ability to export and format Payroll data for Public Employee Retirement System of Idaho (PERSI) in format prescribed by PERSI.
- f) Ability to generate W-2 and 1099 files for State and Federal government in electronic format.
- g) Ability to upload information from Excel spreadsheets into the appropriate budgeting, HR and Payroll, and General Ledger modules.
- h) Ability to integrate with Active Directory for login, user information, and module security.
- i) Ability to natively contain or integrate with a Document Management System

The Vendor should respond in this section with a discussion on the approach on how each of these integrations would be developed. Aggregate pricing for the development of all of the interfaces should be included in the Pricing forms.

## Training Plan

The Vendor will provide scheduled initial implementation training including measurable goals.

## Documentation Development

It is desired to have the selected Vendor take the lead on development of end-user and technical training material. The Vendor is expected to provide user manuals in digital format for use by the City of Bonners Ferry as part of the initial training and on-going operational support.

## Estimated Timeline

It is requested that an estimated timeline of implementation that the Vendor could commit to which would fully encompass the scope of the project. Please use an estimated project kick-off date of December 1, 2020.

## **F. Staffing Plan**

The Vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). An overall estimate staffing plan for the project including identification of the City of Bonners Ferry's resources needed during the course of the implementation in terms of hours or full-time equivalents may also be included.

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**G. On-Going Support and Maintenance**

The Vendor must specify the nature, costs and conditions of any post-implementation support options including:

- i.) On-site support.
- ii.) Telephone support - Include the minimum response time provided as part of the basic support agreement and average response time for the past twelve (12) months.
- iii.) Remote online support.
- iv.) Hardware and database.
- iv.) Escalation options and procedures.

Identify the party or business unit that is responsible for the support options provided above. Additionally, it is requested that the Vendor submit their Help Desk “prioritization” of support calls and their call “escalation procedures.”

31.	Does the Vendor have an annual User Conference?	
32.	Does the Vendor have a telephone support line?	
33.	What hours is support available? (In PDT time)	
34.	What is the Vendor’s average response time (minutes) for a telephone response to a service call?	
35.	What is the Vendor’s guaranteed maximum response time (minutes)?	

**H. Software Updates and Distribution**

Provide information on how server and client side software updates are received, processed and distributed to either the server and/or client environment. Describe the delivery method of future updates and product enhancements, the frequency of upgrades and if an accumulative patch process is an option. Also, describe how updates are incorporated with local custom modifications such that custom modifications will not be lost when a new release of the software is applied. Describe any configuration management system that is incorporated with the Vendor solution. The City of Bonners Ferry expects to receive maintenance, as well as functional and technological enhancements as part of their Annual Support Agreement.

36.	Will the Vendor provide all periodic enhancements to software at no additional charge, beyond the Annual Support Agreement? Next major upgrade included?	
37.	Does the Vendor provide product upgrades automatically or on demand?	
38.	How does the Vendor normally release product upgrades or enhancements?	
39.	What is the Vendor’s process in the event an update fails to work properly?	

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**I. System Performance and Recovery**

System response time must not impede the ability for departmental staff to perform their required job functions using the system. Describe system performance of the proposed solution. Please state whether the Vendor will make this commitment, what restrictions will apply, and the City's role in monitoring the performance level. Availability and recovery in the event of failure is an extremely important part of this software solution. Please describe options for clustering and load balancing. Please detail what backups occur and their schedule/frequency in the default deployment with regard to the software solution including databases. Please state any additional fees required for an off-site redundant system. Please state if the default deployment has a "test" system for updates/upgrades.



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**J. Vendor Reference Information**

Provide a contact person and phone number of three (3) recent clients that are similar to the City of Bonners Ferry. Please indicate how long they have been a client and which systems they are using.

1. Client Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Been a Client Since: \_\_\_\_\_

Date Current Version Installed: \_\_\_\_\_

Modules That Are Live: \_\_\_\_\_

2. Client Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Been a Client Since: \_\_\_\_\_

Date Current Version Installed: \_\_\_\_\_

Modules That Are Live: \_\_\_\_\_

3. Client Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Been a Client Since: \_\_\_\_\_

Date Current Version Installed: \_\_\_\_\_

Modules That Are Live: \_\_\_\_\_

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**K. Total Cost (See Appendix B - Total Cost Summary)**

Costs for the Vendor's proposed solution should be submitted as outlined in this RFP. Costs should include the complete itemized costs for the proposed solution as shown in Appendix B (pp. 32-33). Use additional pages as needed to provide additional cost detail.

No additional charges, other than those listed on the price breakdown sheets, shall be made. All shipping and insurance costs to and from the site shall be included in this proposal. All payments to shipping agents and for insurance fees shall be made directly by the Vendor. Vendor shall be responsible for all arrangements for the shipment of equipment and/or software to the City's prepared site. Specific payment terms will be negotiated as part of the final contract. It is expected that certain payments will be made upon delivery of the software with additional payments made based on specific project milestones. Client may during the implementation period or thereafter require modifications, interfaces, conversion or other services from Vendor. Vendor agrees to provide a written Change Order describing the work to be performed and estimated costs, including expenses, for Client approval before any work is initiated by Vendor. Vendor will not exceed the costs set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the City of Bonners Ferry in advance.

**L. Proposal Signature Form**

The undersigned, as proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below.

Proposals shall include installation services, and the successful respondent shall obtain all required permits and pay fees required.

Note: terms are firm for 120 days.

Total Price: \$ \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

(Person executing response and official capacity)

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**Appendix A – Insurance Requirements**

**INSURANCE**

(A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:

1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
3. Professional Liability - \$2,000,000.00 (Required only where contracts are for professional services);
4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
5. Umbrella Coverage - \$2,000,000.00

(B) The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the City, its officers, agents, employees, representatives and assigns as additional insureds (except on policies for professional liability and workers compensation). Such insurance shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the City, its officers, agents, employees, representatives and assigns. Contractor will waive subrogation on workers compensation and general liability coverage. The contractor shall furnish to the City satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the City together with executed copies of an Additional Insured Endorsement (Insurance Form CG2010 - 1985 version). Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the City.

(C) The contractor shall require subcontractors, if any, not protected under the contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor.

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**Appendix B – Total Cost Summary**

The total cost summary should be submitted as shown in the following chart in Appendix B (p. 33) and must include the following breakdowns:

- Software Purchase and Licensing Costs (show breakdown by module and by user type).
- Annual Maintenance Costs (show breakdown by module) and Total
- Data Conversion Costs.
- Implementation/Installation Costs, including setup of workflows and reports.
- Training Costs (Provide breakdown for system administrators, named users, and departmental users).
- Travel costs.
- Third Party Software and Implementation Costs.
- Project Management Costs.

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VENDOR NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

<u>ITEM</u>	<u>PURCHASE PRICE</u>	<u>ANNUAL MAINTENANCE</u>	<u>DATA CONVERSION</u>	<u>INSTALLATION &amp; TRAINING</u>	<u>TOTAL PRICE</u>
<b>MODULE</b>					
Administration Management					
Code Enforcement					
Engineering					
Inspections					
GIS					
Planning and Zoning					
Property Tax					
Document Management System					
Accounts Payable/Purchasing					
Accounts Receivable					
Bank Reconciliation					
Budgeting					
Cash Receipting					
Fixed Assets					
General Ledger					
Local Improvement Districts (SA)					
Payroll					
Project Management Tracking					
Human Resources					
Licensing					
Online Portal					
Permits					
Utility Billing					
Work Orders/Service Requests					
<b>SUBTOTAL</b>					
<u>ITEM</u>					<u>PRICE</u>
Travel Costs					
Other Costs (Detail Please)					
<b>SUBTOTAL</b>					
<b>GRAND TOTAL</b>					

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**Appendix C – Exception Form**

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<u>Section #</u>	<u>Explanation</u>

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**Appendix D – Module Requirements Summary**

*Module Currently Available? Y or N*

❖ Administration Management	
• Address Listing	
• Certificates of Insurance	
• Records Requests	
❖ Community and Economic Development (CED)	
• Code Enforcement	
• Engineering	
• GIS – <i>Integration with ESRI ArcGIS</i>	
❖ Document Management System	
• Integrated with/into software system	
• Capture/retrieve/meta-tag/backup documents	
❖ Financial	
• Accounts Payable/Purchasing	
• Accounts Receivable	
• Bank Reconciliation	
• Budgeting	
• Cash Receipting	
• Fixed Assets	
• General Ledger	
• Local Improvement Districts /Special Assessments	
• Payroll	
• Project Management Tracking	
❖ Human Resources	
• Applicant Tracking	
• Benefits	
• Employee Event Tracking	
• Employee Position Control	
• Personnel Management	

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	Y or N
❖ Licensing	
• Business	
• Liquor	
• Citations ( <i>Animal Control, etc.</i> )	
❖ Online Portal - <i>external facing for access/lookup/payments/submittals</i>	
❖ Permits/Applications	
• Encroachment; Right-Of-Way; Sign	
• Utility Service Requests	
• Solicitors ( <i>registration</i> )	
❖ Utility Billing	
• Sewer Billing	
• Water Billing	
• Electric Billing	
❖ Work Orders/Service Requests	



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**Appendix E - Selection Criteria Scoring Forms**

The following two forms detail the scoring that will be used by the City for Initial Demo and Final Selection:

**Pre-Demo Initial Evaluation Form      Date: \_\_\_\_\_**

Categories	Points Possible	Points Awarded	Comments
<b>Cost of overall ERP solution</b> must coincide with the available resources dedicated by the City Council to acquisition and implementation. <ul style="list-style-type: none"> <li>• Relative cost among similar vendors.</li> <li>• Cost of support and maintenance.</li> <li>• Cost of future upgrades/versions.</li> </ul>	25		
<b>Online access or "Portal"</b> that will be used to extend the accessibility of City Hall. <ul style="list-style-type: none"> <li>• Online submittals, inquiry, and requests.</li> <li>• Online account payments.</li> </ul>	20		
<b>Software Modules of ERP Solution</b> which are currently available for deployment. <ul style="list-style-type: none"> <li>• Required modules.</li> <li>• Ancillary modules.</li> </ul>	20		
<b>Workflows in ERP System</b> that after initial setup, direct the flow of information for each specific process or processing task. <ul style="list-style-type: none"> <li>• ERP solution has built-in workflows.</li> <li>• Workflows can be customized as needed by City if processes are altered.</li> <li>• Manual override of automatic workflows or adding of exceptions.</li> </ul>	10		
<b>Support and Maintenance supplied by Vendor</b> <ul style="list-style-type: none"> <li>• Support acknowledges/responds to City issue/request by next business day.</li> <li>• Resolution of backlogged requests and timeline of solutions moved to development.</li> </ul>	25		
<b>Totals</b>	<b>100</b>		

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**Post-Demo Final Evaluation Form**      Date: \_\_\_\_\_

Categories	Points Possible	Points Awarded	Comments
<b>Capability to Perform</b> all or most aspects for the project (scope of work) and provide services as may be necessary. <ul style="list-style-type: none"> <li>• Time in business, # of employees.</li> <li>• Vendor's approach to quality.</li> <li>• Qualifications of Vendor's project implementation team.</li> </ul>	15		
<b>Relevant Project Experience</b> previously undertaken by Vendor that demonstrates relevant experience. <ul style="list-style-type: none"> <li>• Clients, type of work, contact info.</li> <li>• Experience and success in data conversions from previous client's ERP databases.</li> </ul>	25		
<b>Software Modules of ERP Solution</b> which are currently available for deployment. <ul style="list-style-type: none"> <li>• Required modules.</li> <li>• Ancillary modules.</li> <li>• Data accessible, searchable, and integrated within all modules in ERP system.</li> </ul>	25		
<b>Assignment Approach and Schedule</b> Demonstrated ability to meet schedules or deadlines and to complete projects without having major cost escalations, overruns or disputed claims. <ul style="list-style-type: none"> <li>• Provided timeline for scope of work.</li> <li>• Explain how City assignments will be coordinated with the Vendor's other projects.</li> <li>• Historical delivery of systems on time.</li> </ul>	25		
<b>Selection Committee Interview during Demo</b> <ul style="list-style-type: none"> <li>• Responsiveness to Committee concerns and questions.</li> <li>• Vendor understanding of project needs.</li> </ul>	10		
<b>Cost of overall RFP solution</b>	25		
<b>Support and Maintenance supplied by Vendor</b>	25		
<b>Totals</b>	<b>150</b>		

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***Standard Form of Contract - ERP System***

Between: \_\_\_\_\_  
("Contractor")

And: The City of Bonners Ferry, 7232 Main Street #149, Bonners Ferry, ID 83805  
(the "Purchaser")

A. Contractor has provided the Purchaser with a quotation for the supply of an Enterprise Resource Planning System involving the components set forth in Schedule A attached hereto and incorporated herein (the "System") and all necessary accessory parts required for the integrated operation thereof; and

B. The Purchaser wishes to purchase the System from Contractor on the terms and conditions set out herein.

NOW THEREFORE in consideration of the payments from the Purchaser to Contractor and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Contractor and the Purchaser agree as follows:

**Purchase and Sale**

1. The System is comprised of the standard software, custom programming and form design services, data conversion services, installation services and training services, set out in Schedule A. The Purchaser agrees to purchase the System from Contractor on the terms and conditions set out herein.

**Purchase Price**

2. The purchase price for the System is \$ \_\_\_\_\_ which has been calculated as described in Schedule A (the "Purchase Price").

3. The Purchase Price shall be invoiced to the Purchaser as follows:

- a) 20% of the software license fees on the signing of this agreement or \$50,000 whichever is less;
- b) Installment payments based equal payments paid over fiscal year 2020-2021 and 2021-2022; and;
- c) Maintenance expenses, if any, will be invoiced yearly on or after October 1st.

4. All undisputed payments will be paid within 30 days of receipt by Purchaser.

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**Other Charges**

5. Any support option requested by Purchaser involving the provision by Contractor of the support specified in Schedule B for the price set out in Schedule B. The annual Support Contract runs on a fiscal year basis, October 1 through September 30. The first billing under the Support Contract, if any, shall be pro-rated based on the number of months remaining in the first year. Any support services provided by Contractor on the terms and conditions of support contract attached hereto and incorporated herein as Schedule C (the "Support & Maintenance Contract").

**Delivery of System**

6. Prior to delivery of the System the Purchaser shall, at its own expense, furnish adequate space, air conditioning, humidity control, regulated electrical power and an acceptable level of network cabling at its site in accordance with Contractor's specifications. Contractor shall assist the Purchaser in planning the site layout and will provide its specifications in sufficient time to permit the Purchaser to have its site prepared prior to delivery of the System.

7. Contractor shall deliver the System on or before any delivery date specified in this agreement or be subject to liquidated damages of \$200.00 per day. As the damages involved would be difficult to ascertain, the parties are setting the damages in this manner, both agreeing that the damages would represent the Purchaser's actual damages and would not be assessed as a form of penalty. Contractor will be liable for any damage suffered by the Purchaser in connection with any failure by Contractor to deliver the System in a timely manner except events beyond its control, including without limitation, acts of god, or strikes.

8. Contractor, through onsite demonstrations and the quotation process, has provided the Purchaser with Product Specifications and Abilities for each module forming part of the System. This information was used in the selection process to provide for the needs of the Purchaser. If any module forming part of the System does not perform as demonstrated, quoted or with the specified abilities, the Purchaser shall have the right to terminate this Agreement in whole or in part.

9. Upon Contractor's receipt of final payment for the System, it shall issue a software license, substantially in the form attached hereto as Schedule D, (the "**End-User Software License Agreement**") entitling the Purchaser to use Contractor's software forming part of the System. The Purchaser acknowledges that Contractor's software forming part of the System may be the subject of intellectual property rights owned by Contractor, including, but not limited to, trademarks, service marks, copyrights and logos. The Purchaser shall not knowingly, during the term of the Software License, permit any act which infringes upon any copyright, including without limitation, copying, reproducing, transmitting or distributing in any form or by any means, electronic or mechanical, all or any part of such software except as otherwise expressly authorized by the software license.

10. The Software License is personal to the Purchaser, and the Purchaser may not resell, sublicense, transfer or otherwise convey all or any portion of the Software License to any third party without the express prior written approval of Contractor, which approval shall not be unreasonably withheld.

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**Warranties for System**

11. General Warranty: Contractor warrants that all services will be performed in a good workmanlike manner and consistent with common, documentable industry practices. Contractor acknowledges that it will be liable for any breach of this warranty.

12. Contractor warrants that: (a) Contractor's software forming part of the System: (i) shall perform in accordance with its demonstrations, specifications and as described in the associated user's manuals; and (ii) does not infringe any intellectual property rights of a third party; and (b) that Contractor has the authority to grant the Software License to the Purchaser. Contractor specifically warrants that such software will substantially meet all of the Purchaser's requirements and that its operation will be substantially meet the requirements of the RFP as stated in Contractor's response thereto, attached hereto and incorporated herein as Schedule A.

13. In the event of any breach of the foregoing warranties, Purchaser may avail itself of any and all remedies available at law or equity whether arising out of breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise.

14. Prior to resorting to any available remedies the parties agree to meet and confer at least one (1) time, and if the parties cannot reach a mutually agreeable solution to engage in at least one mediation with a mediator of the Purchaser's choice.

15. Contractor does not accept responsibility for the manner in which the Purchaser elects to use, or not to use, the software products forming part of the System. It is the Purchaser's responsibility to employ sound accounting procedures and regular reconciliation of required accounts and or billings to prove integrity of the data. Prior to completion of any data conversion services performed by Contractor, it is the Purchaser's responsibility to implement appropriate procedures to ensure the accuracy of the conversion prior to its final acceptance of the System.

**General**

16. Any notice or other communication given or required to be given under this Agreement shall be in writing and shall be deemed to have been given when mailed by United States mail, postage prepaid, to the other party at the address set out on the first page hereof or such other address as may subsequently be specified by the party to be notified.

17. The venue and jurisdiction for any disputes between the parties shall lie exclusively in Boundary County, Idaho, and the exclusive venue and jurisdiction for any litigation shall lie in the First Judicial District Court for Idaho, located in Boundary County, Idaho.

18. This Contract shall be governed by the laws of the State of Idaho and the federal laws of the United States applicable therein.

19. In the event of any litigation arising out of the execution and delivery of this Agreement, or any claimed breach thereof, the prevailing party in such litigation shall be entitled to recover its reasonable

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attorneys' fees and other costs of litigation (including on appeal thereof), in addition to any other award or decree granted or given by the court.

20. Contractor agrees to indemnify, defend, and hold harmless the City of Bonners Ferry, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agents, employees, or representatives under this Agreement.

21. Contractor agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000, which shall name and protect Contractor, all Contractor's employees, the City of Bonners Ferry, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the Contractor's acts. Contractor shall provide proof of liability coverage as set forth above to Purchaser prior to commencing its performance as herein provided, and require insurer to notify Purchaser ten (10) days prior to cancellation of said policy.

22. Contractor shall maintain in full force and effect worker's compensation for Contractor and any agents, employees, and staff that the Contractor may employ, and provide proof to Purchaser of such coverage or that such worker's compensation insurance is not required under the circumstances.

23. Contractor acknowledges that the premises are currently occupied and are being operated with attendant activities associated therewith. Contractor will coordinate its activities so the Contractor's activities do no unduly interfere with the operations of Purchaser.

24. Contractor agrees to comply with all federal, state, city, and local laws, rules and regulations, including but not limited to acquiring and keeping current all necessary licenses and permits.

25. No person shall be discriminated against in the providing of the services and Contractor shall not refuse to serve or hire any person because of such person's race, creed, sex, color, or national origin. Also, Contractor will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin. Any such discrimination shall be deemed a violation of this Agreement and shall render this Agreement subject to forfeiture.

26. This Agreement, together with the schedules hereto, form the entire agreement between the parties hereto with respect to the subject matter hereof.

**AGREED:**

**ACCEPTED:**

\_\_\_\_\_

\_\_\_\_\_

**City of Bonners Ferry  
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**ATTACHED DRAFT FORM SCHEDULES- (Subject to change)**

- Schedule A.....The System from the response to RFP
- Schedule B ..... Annual Support & Maintenance Costs Chart
- Schedule C ..... Annual Support & Maintenance Contract
- Schedule D ..... End-User Software License Agreement
- Schedule E ..... Hardware, Network & 3rd Party Software Requirements

**City of Bonners Ferry  
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**SCHEDULE A - THE SYSTEM**

**City of Bonners Ferry, Idaho**

*This is not yet determined and will be dependent upon the requirements negotiated with the successful submitter.*

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<b>SUBTOTAL</b>	<b>\$</b>
<b>STRATEGIC DISCOUNT</b>	<b>(\$)</b>
<b>TOTAL SOFTWARE &amp; SERVICES</b>	<b>\$</b>

**NOTE:**

- Quote includes taxes, travel and expenses.
- Service pricing is presented in days for ease of presentation but will be billed according to the lump sum amount unless otherwise stated.
- All service estimates assume both onsite and offsite activities. Services are billed at the Contractor standard rate regardless of where they are delivered.
- Set-Up Days, Project Management, Pre-Implementation and Training conducted on-site.



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**SCHEDULE A — THE SYSTEM**

**Cost Assumptions**

**Assumptions and Notes regarding Application Software**

1. Prices includes taxes unless otherwise stated
2. The licensing associated with this pricing does not allow the Purchaser to use the software to process the data of any other organization or to utilize the software for the benefit of another organization. An amalgamation with another organization may lead to increased licensing fees.
3. The software listed herein is Contractor's applications specific to Purchaser's needs with any and all enhancement or customization needed for Purchaser's stated applications unless specifically stated otherwise, and is the most current version thereof.

**Assumptions and Notes regarding Hardware, Networking and 3<sup>rd</sup> Party Software**

4. Workstations should meet standard hardware and software requirement.
5. For support, Contractor can presume Internet connectivity. Purchaser has a firewall in place to secure the organizations network from the Internet.
6. Contractor need not quote any remote building connectivity, set-up cost, or internet/firewall costs.
7. Contractor Software may require Microsoft SQL Server License and SQL Client Access Licenses and other 3rd party software.
8. Purchaser has a port(s) on the switch for connectivity of server(s) to the existing network.

**Assumptions and Notes Regarding Implementation and Conversion Services**

9. Implementation and training includes analysis; planning, data configuration, quality assurance, training, and project management. Some of these services must be provided onsite and others may be provided in Contractor's offices.
10. Costs include the costs of Purchaser's staff participating in the implementation process, but do not presume more than incidental assistance.
11. The Conversion costs are based on the estimated amount of time for an organization of Bonners Ferry's size.
12. It is Bonners Ferry's responsibility to provide data to be converted in the standard Contractor conversion format. Contractor's conversion costs will be negotiated if Contractor

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does not receive data in the standard Contractor conversion format. Any internal costs or third-party vendor costs procured by Purchaser and beyond the control of Contractor are not the responsibility of Contractor.

**13.** The implementation services fee is based on a flat fee.

**14.** Contractor has estimated the number of training days for each module as noted in its response. Should Purchaser require any additional training days beyond those listed, additional days will be negotiated and may include fees at Contractor's rate listed in the response.

**Assumptions and Notes Regarding Support Services**

**15.** The Contractor software applications are on warranty for 12 months from the completion and acceptance by Purchaser of installation of the software on your server. Software support is also provided free during the period of the warranty.

**16.** The Support Year is from October 1, to September 30 each year. City of Bonners Ferry shall only begin to pay for support once the applications are no longer under warranty.

**17.** The first-year support payment is reduced and pro-rated to account for the 12-month warranty and free support period.

**18.** Software warranty on all products is 12 months from date of installation and acceptance by Purchaser. After the 12-month warranty Contractor will continue to offer support under Contractor's standard Support and Maintenance Agreement, as further laid out in Schedules B and C.

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**SCHEDULE B — ANNUAL SUPPORT & MAINTENANCE COSTS**

ITEM	ANNUAL MAINTENANCE
<b>MODULE</b>	Itemized OR
Administration Management	
Code Enforcement	
Engineering	
Inspections	
GIS	
Planning and Zoning	
Property Tax	
Document Management System	
Accounts Payable/Purchasing	
Accounts Receivable	
Bank Reconciliation	
Budgeting	
Cash Receipting	
Fixed Assets	
General Ledger	
Local Improvement Districts (SA)	
Payroll	
Project Management Tracking	
Human Resources	
Licensing	
Online Portal	
Permits	
Utility Billing	
Work Orders/Service Requests	
<b>SUBTOTAL</b>	
	OR
	Flat Rate Maintenance
<b>SUBTOTAL</b>	
<b>GRAND TOTAL</b>	

*The above figures are based on Contractor's response to the RFP.*

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**SCHEDULE C -SUPPORT & MAINTENANCE SERVICES CONTRACT**

**Between Contractor [Insert Name]. ("Contractor")  
And  
The City of Bonners Ferry (the "Client")**

**Products Supported**

The products supported are the Contractor application software modules ("Products") which have been licensed to the Client according to the "Software License Agreement(s)" between Contractor and the Client.

**Term of Support Coverage**

The support coverage period ("Support Year") begins on October 1 and ends on September 30 of each year. Where Products are under warranty during the year, support for all Products begins on the day following the warranty period and ends on September 30th. This Support and Maintenance Services Agreement may automatically renew each year, subject to the Client appropriating and paying the annual Support and Maintenance Fee as assessed and invoiced 90 days prior to the September 30 deadline by Contractor.

**Non-Appropriation:** Nothing in this Agreement shall be construed as obligating the Client, a governmental entity bound by the Idaho Constitution Article VIII Section 3, its officers, agents, or employees, to expend any funds in excess of funds available or appropriations authorized by law. To the extent that funds are not appropriated for this project, at the sole discretion of the Client, the contract shall be terminated.

**Support and Maintenance Fees**

An annual fee ("Support and Maintenance Fee") is charged by Contractor to provide Support Services to the Client as well as Maintenance Services for the Client's Products. Where Products are under warranty during the Support Year, the Support and Maintenance Fee is prorated according to the portion of the Support Year for which the Products are not under warranty.

**Due Date for Fees**

The annual Support and Maintenance Fee is payable annually in advance of the Support Year.

**Tax Status of Support and Maintenance Services Fees**

Contractor's proposal includes the payment of all taxes relative to this agreement.

**Support Coverage**

Standard support coverage times are as follows:

- Hours at Contractor's Head office are at a minimum 8:00 AM to 5:00 PM, Monday to Friday, excluding banking holidays.

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**SCHEDULE C —SUPPORT & MAINTENANCE SERVICES CONTRACT  
Statement of Support and Maintenance Services**

In addition, Contractor has an emergency contact process, should the Client require emergency support outside of standard support coverage times. Contractor has the right but not the obligation to bill for support services provided outside of standard support coverage times, at the rates listed in Schedule B.

**Maintenance Services**

The following services ("Maintenance Services") will be provided to the Client, on a timely basis, in order to maintain the licensed Products:

1. Updates to features that previously allowed a client to comply with federal or state government legislation but which no longer allow a client to comply due to a legislated change.
2. Regularly scheduled updates and enhancements of all Contractor Products licensed to a Client. Such updates and enhancements shall include mandatory Product changes (as above) and will be referred to collectively as "Product Enhancements."
3. Updates of all Contractor user documentation.

**Support Services**

The following services ("Support Services") will be provided to the Client to support the client in the use of the licensed Products:

4. On-line assistance to use the Products correctly or trouble-shoot problems with the Products but excluding training.
5. Consultation and analysis relative to new forms.
6. Updates to the program required to upload assessment data to the Client's tax system according to the current format used in the Client's jurisdiction.
7. System management analysis and advice to ensure that the Client's computer system is performing effectively. This may include liaison with other computer vendors or service providers to diagnose and resolve general system issues. However, Contractor does not accept responsibility for third-party products. Contractor reserves the right to bill for all support relating to third party products.
8. Network problems associated with Contractor Products sold by Contractor.

**Items Not Covered by the Support and Maintenance Agreement**

The following are not included under this Support and Maintenance Services Agreement:

9. Product modifications requested by the Client, except where these modifications are within

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**SCHEDULE C —SUPPORT & MAINTENANCE SERVICES CONTRACT**

**Statement of Support and Maintenance Services**

the scope of Product Enhancements. If the Client requires Product modifications that are not included in the "Product Enhancements", the Client may request that the Contractor prepares a custom cost quotation to undertake these modifications. Contractor will retain ownership of any and all modifications made to its Products.

**10.** Implementation of new or evaluation of copies of Contractor Products or third-party products on the Client's system are not covered under this agreement. If a training request is made, Contractor will provide an estimate of cost for the request prior to incurring any costs.

**11.** Programming including programming required to implement a new form for the Client that is not addressed in the response to RFP.

**12.** Support for any third-party products, unless the License Agreement or Support and Maintenance Services Agreement specifically designates Contractor as the support service provider for the third-party product. Third-party products are all products that are not Contractor Products as defined above. This includes hardware, operating systems, databases, technical tools, office automation software, user-defined reporting products and other application software that the Client may use.

**13.** Computer viruses on workstations or servers and any damage created by viruses that is not the result of Contractor's actions, inactions or products.

**14.** Services requested by Clients, that are not included in the scope of Support and Maintenance Services, or which are not directly related to the Products, will be billed at Contractor's then-current rates as noted in Schedule B.

**Client Responsibilities**

The Client is responsible for:

**15.** Promptly reviewing the support reports as received and notifying Contractor if there are any questions or discrepancies. (If the Client believes any hours should be re-classified the Client must raise this with Contractor within one month of the date of the report.)

**16.** Employing sound accounting practices with regular reconciliation of required accounts to prove the integrity of the accounting data. This is particularly true for large billing runs where accuracy and bill print formats are critical.

**17.** Employing sound system management procedures. This includes having written operating procedures and established responsibilities with respect to maintaining and updating all software, hardware and networking. It also includes performing and verifying security processes and products, virus protection, backups and contingency plans.

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**SCHEDULE D - END-USER SOFTWARE LICENSE AGREEMENT**

**TERMS & CONDITIONS  
SOFTWARE LICENSE AGREEMENT**

This Software License Agreement (“**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ (“**Effective Date**”) by and between the City of Bonners Ferry Idaho a municipal Corporation of the State of Idaho (hereinafter "**Licensee**") and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "**Licensor**").

**RECITALS**

**WHEREAS**, Licensee desires to use certain materials which are owned by Licensor and;

**WHEREAS**, Licensor desires to grant a license to Licensee for certain specified uses of the materials.

**AGREEMENT**

1. Licensed Materials. The following materials (hereinafter the “**Licensed Materials**”) are governed by the terms of this Agreement:  
\_\_\_\_\_.
2. Approved Uses. Licensee intends to \_\_\_\_\_ (the “**Approved Uses**”).
3. License Grant. Provided that Licensee complies with the terms herein, Licensor grants Licensee a perpetual, exclusive, nontransferable, non-sublicensable, worldwide, royalty-free license under all applicable Licensor copyrights and other intellectual property rights to use, copy, display, create derivative works from, publicly perform, make, have made, the Licensed Materials, and all modifications, improvements or derivative works thereof authored by Licensor, for the Approved Uses.
4. Warranty; Indemnification.
  - a. Licensor warrants that it has the right to enter into this Agreement and sufficient rights in the Licensed Materials to make the grants and commitments made in this Agreement. Licensor further warrants that it has registered all copyrights in and to the Licensed Materials, is in current possession of registration certificates, and will timely register its copyrights in and to any derivative works it authors based on the Licensed Materials. Licensor further agrees that it shall continue product development and improvements of its core technology for licensing to Licensee.
  - b. Licensor shall defend and hold Licensee harmless from and against any and all expenses, costs (including attorneys’ fees), losses, or damages arising out of any

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**Enterprise Resource Planning (ERP) System**

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action or threatened action that: (1) any Licensed Materials supplied (or previously supplied) by Licensor to Licensee; (2) any part of such Licensed Materials; or (3) any combination of such Licensed Materials, hardware, and/or other software wherein such infringement would not occur but for such Licensed Materials being a part of such combination, infringes on any patent, trademark, copyright, trade secret or other intellectual property right, foreign or domestic. If, as the result of an action as set forth above, the sale or use of any Licensed Materials, or part thereof, is enjoined by court order, Licensor will have the option, at its expense, (a) to procure for Licensee the right to continue selling and/or using the Licensed Materials, or (b) to replace or modify the Licensed Materials with functionally-equivalent, noninfringing Licensed Materials (subject to Licensee's approval and satisfaction).

5. Ownership.
  - a. Except as otherwise provided herein, no title to or ownership of the Licensed Materials or any form of them is transferred to Licensee by this Agreement and Licensor shall be solely responsible for defending and enforcing its rights in and to the Licensed Materials; provided, however, that any improvements, modifications, or derivatives of the Licensed Materials authored by Licensee (the "**Licensee Improvements**") shall be owned exclusively by Licensee. Licensee hereby grants Licensor a nonexclusive, nonsublicensable, revocable license under copyright to use the Licensee Improvements for research purposes only.
  
6. Trademarks and Trade Names. Licensee has no present reason to dispute Licensor's ownership of any and all trademarks of Licensor and its affiliates or licensors used by Licensor in connection with the Licensed Materials identified hereto in Schedule \_\_\_\_\_. Licensee agrees that, except with the prior written authorization of Licensor, it shall not use in commerce any marks that are adjudicated by a court of competent jurisdiction to be confusingly similar to any such Licensor trademarks..
  
7. Authority. Each party has full power and authority to enter into and perform this Agreement and the signatories are properly authorized and empowered to enter into this Agreement. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by it.
  
8. Term. The initial term of this Agreement shall be coterminous with the contract entered into by the parties for ERP System to which this License Agreement is attached as Schedule D and shall thereafter automatically renew for successive one-year periods unless earlier terminated by Licensee at any time on thirty (30) days' prior notice to Licensor, which notice shall be effective when sent to the address first above stated via first-class United States mail or via fax or email.





**City of Bonners Ferry  
Request for Proposal (RFP)  
Enterprise Resource Planning (ERP) System**

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**SCHEDULE E HARDWARE, NETWORK & 3RD PARTY SOFTWARE  
REQUIREMENTS**

*This is not yet determined and will be dependent upon the requirements negotiated with the successful submitter.*

**City of Bonners Ferry  
Request for Proposal (RFP)  
Enterprise Resource Planning (ERP) System**

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**Annex - Specific Module Items**

A separately attached spreadsheet named “**Annex – City of Bonners Ferry RFP –Specific Module Items.xlsx**” detailing specific module functionality is included for the Proposer to understand the areas where the City of Bonners Ferry is looking for the specific module to support our needs.

This document will be compared to what is shown in the demonstration of the software solution and will be used to help assess which solution conforms best to the City’s overall ERP software goals.

Vendors are encouraged to look over this document to see what functionality the City desires in a comprehensive solution. **Proposers are not requested or required to answer each line.** Highlighting some of these areas during the functional demos would be the best use of this document.

## **AGREEMENT FOR SHELTER SERVICES**

This Agreement is entered into on this 18<sup>th</sup> day of September, 2020, by and between SECOND CHANCE ANIMAL ADOPTION (hereinafter "SCAA"), a non-profit corporation, and the CITY OF BONNERS FERRY (hereinafter "CITY"), a municipal corporation of the State of Idaho.

### **1. CONSIDERATION**

As consideration for this Agreement, SCAA agrees to provide the services of its Animal Shelter to CITY as described below. In exchange, CITY agrees to compensate SCAA in fees as provided below.

### **2. FEES**

CITY shall compensate SCAA on a monthly basis continuing for the duration of this Agreement. Payment shall be made by the 10<sup>th</sup> day of the month following the services rendered at the rate of \$927.41 per month.

### **3. SERVICES**

A. CITY may impound dogs at SCAA's Animal Shelter (hereinafter "Shelter"), located at 6647 LINCOLN ST., BONNERS FERRY, ID 83805. CITY officers shall have access to the holding pens of the Shelter twenty-four (24) hours per day for placement of CITY collected dogs.

B. The Shelter shall be open to the public during the Shelter's normal business hours. The exception shall be for recognized Federal holidays when the Shelter may be closed.

C. SCAA shall maintain its shelter in a humane manner and shall keep its shelter in a sanitary condition at all times. All services provided by SCAA shall be provided in accordance with local laws and the laws of the State of Idaho. SCAA shall use humane methods in the care, euthanasia, and disposition of any dog under its jurisdiction.

D. This Agreement pertains only to dogs received from City Police and dogs released to City residents.

### **4. ANIMAL CONFINEMENT—IMPOUND TIME REQUIREMENTS**

The following minimum holding periods are established. For all impoundment periods, the day after impoundment is considered the first day of impoundment.

A. Lost or Stray Dogs

SCAA shall hold a lost or stray CITY collected dog for not less than five (5) days (except for dogs which may be disposed of pursuant to paragraph 5C). During the five (5) day holding period the owner of the dog may pick up the animal after first paying the impound fees as stated in 6A of this Agreement and obtaining a City dog tag if the animal is not currently licensed. Owners are also required to show rabies vaccination certificate if the dog does not have a current rabies tag affixed to its collar as required by City ordinance 5-3C-3. If the dog does not have a current rabies tag or the owner does not have the required proof of rabies vaccination, they shall be informed of the City ordinance requiring such. SCAA shall inform the City Police of any dog released that does not have a current rabies tag or vaccination certificate. The City Police will follow up with the owner to make sure the dog receives the required vaccination.

B. Quarantined Dogs

A dog placed in quarantine for observation for rabies symptoms shall be impounded for a period of ten (10) days. If, at the conclusion of the impoundment period, the animal has not exhibited any symptoms of rabies, the dog may be returned to the owner. Arrangements will be made to have a City Police officer at the shelter when the dog is released to address any restrictions that may be required of the owner in regards to I.C. § 25-2805(2). Regular impound fees will apply for each day the dog is impounded. The owner will be held to the same requirements in regards to providing proof of current rabies vaccinations as outlined in section 4A.

**5. DISPOSITION**

- A. SCAA may humanely dispose of, transfer to a new owner or any other no kill organization, any impounded animal not claimed by its owner or custodian within the prescribed holding period.
- B. Owners wishing to relinquish a dog shall contact SCAA for consideration in its adoption program or other disposition.
- C. Injured, sick, or diseased dogs will be medically cleared by a veterinarian or considered for humane disposition prior to being impounded in SCAA. Any veterinary expenses (up to \$100) incurred prior to impoundment will be the responsibility of the CITY (expenses over \$100 must have the prior approval of the Chief of Police). Newborns unable to feed themselves, injured, sick, or diseased dogs may be considered for humane disposition without regard to the prescribed holding period in order to alleviate suffering or to protect other impounded animals from exposure to a contagious disease. For these purposes, a disease, sickness, or injury is a condition causing great threat or harm to the animal or other animals, or causing unnecessary suffering or pain. Animals exhibiting disease or injury should be provided appropriate medical treatments, or in extreme cases, considered for other disposition.

- D. Any CITY collected dog becomes the responsibility of SCAA when it is delivered to SCAA and becomes property of SCAA at the completion of the five (5) day holding period.

**6. IMPOUND AND LICENSE FEES**

- A. Anyone claiming a CITY impounded animal during the minimum holding period shall pay any relevant fees established by SCAA in accordance with City ordinances. Fees other than City dog license fees shall be retained by SCAA.
- B. SCAA shall provide CITY with a current list of all fees charged by SCAA for services provided including impound fees. SCAA also agrees to provide CITY with an updated copy of any changes in the fee schedule within ten (10) days of amendment in the future.
- C. SCAA shall verify a current license on all claimed dogs. SCAA shall verify that the license is current or a new license is purchased from the City before a dog can be released.
- D. CITY shall inform SCAA of any change of ordinance concerning license or impound fees to allow SCAA to remain in compliance with City ordinances.

**7. RECORD KEEPING**

- A. SCAA shall maintain an accounting of all dogs received from CITY and all fees collected. Receipts shall be issued by SCAA for all fees received on behalf of CITY.
- B. SCAA shall maintain CITY records on a monthly basis. CITY reserves the right to review all records and conduct an audit. SCAA shall do a yearly inventory and supply CITY with a report of all dogs impounded at the shelter, due no later than October 31 of each year.

**8. TERM**

This Agreement will remain effective in one-year installments beginning annually on October 1<sup>st</sup>, 2020, renewed automatically. Should one party wish to terminate the Agreement, the procedure shall be as outlined below in 10A and 10B of this Agreement.

## **9. TERMINATION**

- A. Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. Within sixty (60) days of the effective date of termination, each party shall forward to the other party any and all billings due and owing.
- B. In the event that SCAA fails to provide services or follow City procedures and practice as required by this Agreement, CITY shall provide written notice to SCAA of such failure to provide services or follow City procedures and practices. SCAA shall be given thirty (30) days from the date of the written notification by CITY to provide the required services or follow City procedures and practices. In the event SCAA fails to provide the required services or follow City procedures or practices after thirty (30) days from receipt of written notification, CITY may terminate this Agreement upon thirty (30) days written notice.

## **10. INSURANCE**

SCAA agrees to obtain and keep in force during the term of this Agreement, a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00, which shall name and protect SCAA, all SCAA's employees, CITY and its officers, agents, and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with SCAA's acts. SCAA shall provide proof of liability coverage with a new certificate yearly and require insurer to notify SCAA ten (10) days prior to cancellation of said policy.

## **11. INDEMNIFICATION**

- A. To the fullest extent permitted by law, CITY and SCAA agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged, or threatened, actual attorney's fees, court costs, interest, defense costs and expenses associated therewith, including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of percentage of fault and/or liability by Agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined as set forth in this section.

B. When a CITY impounded dog becomes in the control of SCAA, SCAA waives, releases, and holds harmless the CITY against any and all claims of action resulting from or as a result of the dog delivered to SCAA.

**12. SEVERABILITY**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

**13. LAWS OF THE STATE OF IDAHO**

This contract is to be determined and construed under the laws of the State of Idaho.

**14. TOTAL AGREEMENT**

No changes or amendments are to be considered valid regarding this contract unless in writing and signed by both Parties. This contract is to be considered the total Agreement between the parties unless changed as state above.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BONNERS FERRY

SECOND CHANCE ANIMAL ADOPTION

BY: \_\_\_\_\_  
James R. Staples, Mayor

BY: Janice Rudeen

ATTEST:  
  
\_\_\_\_\_  
Christine McNair, Clerk

WITNESS:  
  
\_\_\_\_\_



## POLICY IV. B BILLING AND COLLECTIONS POLICY

### A. NEW ACCOUNTS

1. NEW CUSTOMERS: Must request service by written application for utility service and pay required fees and deposits as identified in the Fee Resolution as adopted by the Bonners Ferry City Council and listed in Appendix A.
  - a. If the customer has a prior account with the City that has been closed or retired, but has a balance owing or a balance in collections, the customer must pay all past-due balances before a new account may be opened.
2. NEW SERVICES: If a service connection does not exist, the customer must request a facilities extension, pay pre-service application fee, and pay amounts as defined in the City's Facility Extension policy IV.C.

### B. SECURITY DEPOSITS

1. REQUIREMENTS: Required for all new residential electrical accounts unless a letter of credit payment history is provided or the customer ~~agrees to~~ enrolls in auto-pay. Required for all new commercial and industrial accounts.
2. AMOUNT: See Fee Resolution as adopted by the Bonners Ferry City Council and listed in Appendix A.
3. LETTER OF CREDIT PAYMENT HISTORY: The security deposit will be waived on residential accounts if the customer has the previous 12 months consistent on-time full payment history with the City or can document the previous 12 months consistent on-time full payment history with another utility by correspondence on utility letterhead. This letter must show historic payment obligation for like sized account.
4. AUTO PAY: To enroll in auto-pay the customer must complete the form available at City Hall. Auto-pay may only be withdrawn from a checking or savings account. After two consecutive months of auto-pay returned due to NSF, the auto-pay will be stopped and the customer will be required to pay the security deposit.
5. DUE DATE: The deposit will be collected at the time of application. If payment arrangement is needed on the deposit, a minimum of fifty percent of the deposit amount will be collected at the time of application and the remaining amount by the due date of the first billing cycle on the account. Payment of deposit will take priority, ~~during the first billing cycle and~~ the remaining amount will be applied to utility service balance.
6. DEPOSIT REFUNDS: The City will credit the deposit to the customer's account ~~only when the customer requested~~ after 12 months of ~~consistent~~ full, on-time payments at the customer's request history or when the account is closed.
7. INTEREST: Will not be paid on security deposits.
8. BANKRUPTCY: If a customer has previously declared bankruptcy while a utility customer of the City of Bonners Ferry, the security deposit required shall double. Additionally, the deposit shall not be refunded to the account until there has been 24 months of full, on-time full payments ~~history~~ or when the account is closed.

## POLICY IV. B BILLING AND COLLECTIONS POLICY

### C. BILLING POLICY

1. DUE DATE: Payment shall be due and payable by the date printed on the bill.
2. RATES: Billing rates are as adopted by the Bonners Ferry City Council.
3. If an error is found in billing or a mechanical meter malfunction is found, the billing will be corrected retroactively for up to a three-year period.

### D. BILLING PROCESS

1. Bill mailed and due 14 days later
2. On the 15th day a Payment Reminder Letter is mailed if there is a past due (30 day) balance over \$20.00 letting the customer know it must be paid within five days or an arrangement for payment is made.
3. An order to disconnect service is then generated if the balance is not paid or arrangement for payment made within the five-day period from the date the Payment Reminder Letter is mailed. A door hanger fee will be charged.
4. A City of Bonners Ferry Payment Arrangement form must be filled out for the arrangements to be accepted. Arrangements will only be made to bring past due balances current. Current amounts due will remain due on the regular billing cycle. Arrangements shall bring the past due balances current within ninety (90) days. Balances past due ninety (90) days will be subject to immediate disconnect. Customers must pay 25% of the past due amount prior to the payment arrangement being accepted. The remaining balance of the past due amount will be due within 30 days. A new payment arrangement will not be allowed if the previous payment arrangement was not paid.
5. A customer can delay termination of service for an additional thirty (30) days from scheduled disconnect date by obtaining a certificate from a doctor or public health official stating that a medical emergency would exist or a medical condition would be aggravated if the service is turned off. Payment arrangements must be made before the thirty-day window expires. The certificate must be signed by the person diagnosing the medical condition and must name the person affected.

### E. CONNECT AND DISCONNECT POLICY

1. CHARGES: Connect and disconnect charges will be made for all connects and disconnects at the rates shown in Appendix A.
2. IMMEDIATE DISCONNECT REASONS: The City may immediately and without notice disconnect services for the following reasons:
  - a. Broken payment arrangement.
  - b. Diversion or unauthorized use of City utility services.
  - c. Discovery of a condition determined by the City to be hazardous.
  - d. Violation of and/or noncompliance with any applicable Federal, State or other local laws, regulations and codes.
  - e. Discovery of meter tampering.

## POLICY IV. B BILLING AND COLLECTIONS POLICY

f. Other appropriate circumstances.

### 3. DELINQUENT ACCOUNTS AND DISCONNECT:

- a. A "Door Hanger Charge" will be required each time City personnel are required to make a personal visit to the premises for the purposes of collections on a delinquent account. The customer will be charged as identified in the Fee Resolution as adopted by the Bonners Ferry City Council and listed in Appendix A.
- b. Delinquent accounts shall be disconnected after the disconnect notice unless payment arrangements have been made with the City.
- c. Account holder shall have the right to a hearing before the Utility Grievance Board in order to show cause why the service should not be disconnected. Account holder shall be responsible for scheduling and participating in the hearing prior to the scheduled date of disconnect. The Utility Grievance Board shall be composed of one staff member from the Utility Billing Department (typically the billing supervisor) and a staff member from City Administration (typically the City Administrator).
- d. Accounts shall not be reconnected until the connect charges, disconnect charges, account past due balance, and any required deposits have been paid in full.

4. RECONNECT REQUIREMENTS: After a service has been disconnected by customer request or for non-payment, the City shall require the service to be brought up to current State and National Code requirements and City standards before reconnection.

5. DISCONNECT FOR MAINTENANCE ~~AND CONVENIENCE~~: By request of the customer and when it is convenient for the City; the City will provide routine off-on service to its customers during normal working hours at no cost to the customer. If such service becomes excessive, generally more than two hours of labor per year or outside of normal working hours, the City may charge for such service. The charge will be the actual labor cost expended for such service. If a service needs to be updated, the update will be required prior to the service being re-energized. The update is the owner's expense.

## F. CLOSED ACCOUNTS

### 1. CUSTOMER REQUESTED CLOSURE:

- a. Customer must complete a request to discontinue utility services form. The account will remain in the customer's name until the City has received the completed form.
- b. The customer receives a closing bill that is due ~~14 days later~~ on the regular billing cycle. Customer continues to ~~be billed~~ receive a statement until account is paid in full or turned over to a collection agency.
- e. ~~When an account is closed, meters may be removed.~~

### 2. INACTIVITY CLOSURE:

- a. When an account has been disconnected and inactive for thirty (30) days, account will be closed and any past due balance sent to collections.

## POLICY IV. B BILLING AND COLLECTIONS POLICY

- b. Reconnection of an account closed due to inactivity will require a new application and payment of all associated fees and deposits.
- c. When an account is closed, due to inactivity meters may be removed.

### G. COLLECTION POLICY FOR CLOSED ACCOUNTS

#### 1. PROCESS:

- a. Closing bill mailed (~~due 14 days later~~) on regular billing cycle
- b. Final collection notice mailed 30 days after final bill is due, before sending to Credit Bureau

### H. RETIRED SERVICE

- 1. A service may be retired by written request of the property owner. When a service is retired, meters will be removed.
- 2. Request for service at a location from which a service has been retired shall be required to install a new service per the Extension Policy 4C.

### I. PROJECT SHARE

- a. Funds remain in Boundary County to assist local customers.
- b. Boundary County Community Action Partnership  
PO Box 627  
Bonners Ferry, ID 83805  
(208) 267-3663
- c. Any refund of ~~\$2.50~~ 5.00 or less will be donated to Project Share.

### J. NON-SUFFICIENT FUND (NSF) ~~CHECK~~ POLICY

- 1. When the City receives an NSF for auto-pay or a check ~~bad check~~ the receipt is cancelled from accounts receivable and the customer is charged a ~~bad check~~ NSF fee. The City Clerk will advise the Police Department of NSF checks when appropriate.
- 2. NOTIFICATION: The Clerk will ~~attempt to contact the party~~ send a door hanger to inform them of the NSF, ~~check to make arrangements for alternate payment method or to redeposit the check.~~
- 3. NSF ACTION:
  - a. ~~The customer will be charged a bad check fee each time a check is deemed NSF.~~
  - b. ~~The City Clerk will advise the Police Department of the NSF check when appropriate.~~

### K. ~~BUDGET PLAN BILLING~~

- 1. ~~CUSTOMER REQUIREMENTS: Customer must have 12 months of complete on timely payments history with the City before they can participate in budget plan billing.~~

## POLICY IV. B BILLING AND COLLECTIONS POLICY

2. ~~EXPLANATION: Budget Plan billing is an equalized payment method based on the prior 12 months billing history.~~

### L. LANDLORD/RENTAL DWELLING POLICY

1. TRANSFER OF SERVICE: Upon a tenant vacating a property the utility accounts shall revert back to the landlord's name ~~unless requested otherwise by landlord or property manager.~~ The landlord/property manager may contact the City at any time to request the status of the tenant's account.
2. TENANT'S LIABILITY: If the service is placed in the landlord's name and the tenant has outstanding utility bills, the tenant will be subject to the collection process.
3. ~~LANDLORD NOTIFICATION: When a tenant is thirty (30) days or more past due, the City may attempt to contact the landlord to notify of the past due status.~~

### M. METER READING

1. Meters are read monthly or when a final read is necessary.

### N. ESTIMATED BILLING

1. When the City is unable to gain reasonable access to a meter or when the meter fails, the City will estimate the reading for a billing period based on the historical usage of that service.
2. ~~When a meter fails in service the City will estimate the reading for that billing period based on the historical usage of that service.~~

### O. WATER LEAKS

1. When a major water leak is discovered on the customer's lines the City will provide bill relief under the following conditions.
  - a. Only for the billing cycle in which the leak is detected.
  - b. The leak must be external to any structures.
  - c. Not greater than ½ of the amount in excess of the normal water usage, as estimated by the City
  - d. The consumer must notify City Hall within thirty days of the billing date.
  - e. The consumer must provide a detailed explanation, in writing, of the conditions.
  - f. If the leak is caused by customer negligence, the City will not absorb any of the loss.

POLICY IV. B  
BILLING AND COLLECTIONS POLICY

Appendix A

Schedule of Security Deposits, Connect Charges, and Disconnect Charges

A. ELECTRIC

1. Security Deposit Rates:

Residential \$200.00

Commercial/Industrial

Existing Service

Two-month average of previous customer, \$200 minimum.

New Service

Two-month average estimated by City, \$200 minimum.

2. Connect and Disconnect Rates

Door hanger charge \$25.00

Connect and Disconnect

During Working Hours \$30.00

Outside of Working Hours \$90.00

B. GARBAGE

1. Security Deposit Rates:

None.

2. Connect and Disconnect Rates

None.

C. WATER

1. Security Deposit Rates:

None.

2. Connect and Disconnect Rates

Connect and Disconnect

During Working Hours \$30.00

Outside Working Hours \$90.00

D. SEWER

1. Security Deposit Rates:

None.

2. Connect and Disconnect Rates

None.



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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**Date:** September 11, 2020  
**To:** City Council  
**From:** Mike Klaus, City Engineer  
**Subject:** Water - Dakota Water Main Project - Project Award

On August 28, 2020, the City received bids for the Dakota Street Water Main project. I have delayed in bringing this to Council for project award, because the City is still negotiating a contract with BNSF for the crossing permit. I am hopeful that we will be able to conclude the BNSF agreement soon and begin construction of the water main. You will find in the attached information that KG&T was the lowest bidder at \$154,334.84

**Budget Effects:**

On the date of this memo, the water department is estimated to have \$628,000 in cash. The water fund has adequate resources to complete the work proposed and also to complete the other capital projects that are anticipated for this fiscal year.

I recommend awarding the Dakota Street Water main project to KG&T Septic Inc for \$154,334.84, contingent upon completion of the BNSF agreement for the crossing.

Please contact me with any questions about the proposed work.

Thank you,

Mike

August 31, 2020

MIKE KLAUS, P.E.  
CITY OF BONNERS FERRY  
7232 MAIN STREET  
P.O. BOX 149  
BONNERS FERRY, ID 83805

Re: Dakota Street Waterline Improvement

Dear Mike:

Enclosed please find the bid tabulation, bid summary and review checklist for the quotes which were received at our office for the Dakota Street Waterline Improvement Project. We have reviewed the bid packages received and they all seem to be responsive.

Welch Comer & Associates recommends awarding the base bid, in the amount of \$154,334.84 and to the low bidder, KG&T Septic Inc. Should the Council concur with our recommendation, please sign the appropriate Notice of Award (attached) and return to our office for immediate processing.

Should you have any questions, please contact our office.

Sincerely,  
Welch Comer & Associates, Inc.



Necia Maiani, P.E.  
Principal Engineer

/mdp  
Enclosures



**CITY OF BONNERS FERRY  
DAKOTA STREET WATERLINE IMPROVEMENT  
BID TABULATION**

**Bid Opening: Quotes due 08/28/2020 at 2 p.m.**

Pay Item	Description	Pay Unit	Estimated Quantity	Engineer's Estimate		KG&T Septic Inc.		Wink, Inc.		S&L Underground	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	8-inch HDPE DR-11 Water Line	LF	475	\$ 80.00	\$ 38,000.00	\$ 102.75	\$ 48,806.25	\$ 140.00	\$ 66,500.00	\$ 180.00	\$ 85,500.00
2	12-inch AWWA C900 DR-18 Water Line	LF	150	\$ 105.00	\$ 15,750.00	\$ 301.49	\$ 45,223.50	\$ 380.00	\$ 57,000.00	\$ 180.00	\$ 27,000.00
3	Steel Host Pipe Cleaning and Slipline Dummy Test	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 6,749.84	\$ 6,749.84	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00
4a	12-inch AWWA C515 Resilient-Seated Gate Valve	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 7,118.45	\$ 14,236.90	\$ 3,000.00	\$ 6,000.00	\$ 3,800.00	\$ 7,600.00
4b	6-inch AWWA C515 Resilient-Seated Gate Valve	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 5,447.65	\$ 5,447.65	\$ 2,500.00	\$ 2,500.00	\$ 1,600.00	\$ 1,600.00
5	Tie-in to Existing 12-inch Water Main	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 13,472.85	\$ 26,945.70	\$ 5,000.00	\$ 10,000.00	\$ 5,500.00	\$ 11,000.00
6	Exploratory Excavation	HR	10	\$ 200.00	\$ 2,000.00	\$ 692.50	\$ 6,925.00	\$ 250.00	\$ 2,500.00	\$ 250.00	\$ 2,500.00
	<b>TOTAL CONSTRUCTION COST</b>				\$ 78,250.00		\$ 154,334.84		\$ 184,500.00		\$ 165,200.00
							154,402.34				

**CITY OF BONNERS FERRY  
DAKOTA STREET WATERLINE IMPROVEMENT  
BID SUMMARY\***  
Bid Opening Quotes Due 08/28/2020 at 2 p.m.

CONTRACTOR	BASE BID
KG&T Septic Inc.	\$ 154,334.84
Wlnk, Inc.	\$ 164,500.00
S&L Underground	\$ 165,200.00

\* PLEASE NOTE THAT THIS IS FOR INFORMATION USE ONLY. THE OWNER RESERVES RIGHT TO REJECT ANY AND ALL BIDS PURSUANT TO SECTION 00 2113 - INSTRUCTIONS TO BIDDERS OF THE CONTRACT DOCUMENTS.

**BID REVIEW CHECKLIST  
PRIOR TO RECOMMENDATION**

OWNER: City of Bonners Ferry

PROJECT: Dakota Street Waterline Improvement

Open Date: Quotes due 08/28/2020 at 2 p.m.

Bid Review Performed By: Mindy Patterson

CONTRACTOR	KG&T Septic Inc.	Wink, Inc.	S&L Underground
BID AMOUNT (Basis of Bid Award)	\$154,334.84	\$164,500.00	\$165,200.00
PUBLIC WORKS LICENSE NO.	PWC-C-16693-A-4	016872-AA-1-4	14825- U - 1-2-3
License Limit (See List)	\$1,250,000	\$3,000,000	Unlimited
License Confirmed with the License Board at <a href="http://www.dbs.idaho.gov">www.dbs.idaho.gov</a>			Yes
<b>BID PACKAGE</b>			
Are all forms filled out completely and correctly?	Yes	Yes	Yes
ALL ADDENDA ACKNOWLEDGED?	Yes	No	Yes
BID PROPOSAL FORM	Yes	Yes	Yes
BID SCHEDULE	Yes	Yes	Yes
FORM OF BID SECURITY	---	---	---
Surety Company Confirmed at <a href="http://www.fms.treas.gov/c570/index.html">www.fms.treas.gov/c570/index.html</a> ?			
LIST OF SUBCONTRACTORS	---	---	---
PLUMBING			
HVAC/BOILER			
ELECTRICAL			
NON-COLLUSION AFFIDAVIT	---	---	---
CONTRACTOR FOR PW TO PAY ALL TAXES	---	---	---
AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES	---	---	---
List other requirements:			

# NOTICE OF AWARD

Dated \_\_\_\_\_

Project: Dakota Street Waterline Improvement	Owner: City of Bonners Ferry	Owner's Contract No.:
Contract:		Engineer's Project No.: 15800.02

Bidder:

KG&T Septic, Inc.

Bidder's Address:

172 Sunrise Road

Bonnors Ferry, ID 83805

You are notified that your Bid dated August 28, 2019 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the base bid.

The Contract Price of your contract is: \$154,334.84

You must comply with the following conditions precedent within **ten (10)** days of the date of this Notice of Award, that is by \_\_\_\_\_

You must deliver to the OWNER one (1) fully executed counterpart of the Agreement including all the Contract Documents. This includes the set of Drawings. Contract Documents must bear your signature on the cover page.

1. You must deliver with the executed Agreement the Contract Security (Bonds), Certificate of Insurance and Public Works Contract Report along with this Notice of Award as Accepted, as specified in the Instructions to Bidders, General Conditions and Supplementary Conditions.
2. Please note that your Certificate of Insurance must list those additional insureds as identified in the Supplementary General Conditions.
3. The contract date referenced on the Performance and Payment Bond face **and** the bond date on the bond face **must** match the contract date on the first page of the Standard Form of Agreement. Failure to comply with dates may result in the rejection of bonds and further expense to the Contractor for re-issuance of the bonds with corrected dates.
4. Please complete the Public Works Contract Report within the required thirty (30) days and forward to the Engineer. The Engineer will forward to the Idaho State Tax Commission.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions. OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

\_\_\_\_\_  
CITY OF BONNERS FERRY

(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)