City of Derby, Connecticut

Request for Proposal
Comprehensive Financial, Tax Collection/Administration Software

SECTION 1 – VENDOR INFORMATION

Name	
Street Address	
City, State Zip	
Contact Person	
Contact Phone	
Contact Email	

The signature below commits the vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate, (3) that the vendor understands and as complied with the requirements set forth.

____ ____________________

Vendor's Representative's Signature Date

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Vendor Representative's Title

Terms and Requirements for Request for Proposals

Item Description
Purchase of Comprehensive Financial, Tax Collection/Administration Software
Date and Time to be Opened
02/13/23 12:00 PM

Proposals may be submitted up to the date and time specified above. All bids are to be submitted online through the Derby Website www.derbyct.gov/bids or in a sealed envelope via USPS mail delivery to the Town Clerk, City Hall City of Derby, 1 Elizabeth St. Derby, CT 06418 meeting during normal business hours, 8:30 AM through 4:30 PM. All proposals will be publicly opened and read aloud at 02/13/23 @ 12:00 pm in the Aldermanic Chambers of City Hall.

INSTRUCTIONS

1. Bidders must submit sealed proposals in an envelope clearly labeled with the above-captioned item or work. The proposal envelope and any information relative to the proposal must be addressed to the Town Clerk, RFP – Comprehensive Financial, Tax Collection/Administration Software. Any communications that are not competitive sealed proposals (i.e., product information or samples) should have "**NOT A BID**" written on the envelope or wrapper.
2. Proposals must meet the attached specifications.
3. Proposals received by the City later than the submission deadline will be deemed non-responsive and will be rejected.
4. Emailed or faxed proposals will be deemed non-responsive and will be rejected, regardless of the date/time received.
5. The City will not accept any information or materials submitted after the submission deadline unless said information or materials are provided in response to the City's written request for such information or materials.
6. Proposal responses must be in ink or typewritten.
7. The price or prices proposed should be stated both in **WRITING** and **NUMERALS**, and any proposal not so stated may be rejected.
8. Proposals **SHOULD BE TOTALED WHEN APPLICABLE**. Award will be made based on the ***total* amount** of the proposal.
9. Each respondent must state their full name and place of business in their proposal and state the names of persons or firms with whom he/she is submitting a joint proposal. All proposals **SHOULD BE SIGNED IN INK**.
10. One original proposal and **three copies** shall be submitted.

<u>**NOTICE TO PROPOSERS**</u>

1. The City of Derby reserves the right to waive any and all informalities and to award the contract on the basis of the lowest responsible, evaluated bid proposal that contains all **REQUIRED** components.
2. No proposal will be accepted if made in collusion with any other responder.
3. A responder who is an out-of-state corporation shall qualify or register to transact business in the State of Connecticut.
4. The City of Derby reserves the right to reject any and all proposals.
5. In determining the lowest responsible evaluated bid proposal, cash discounts for payments less than thirty (30) days will not be considered.
6. The City of Derby will make the award to a single responder.
7. All proposals will be disclosed at the formal proposal opening. After a reasonable lapse of time, the tabulation of proposals may be seen on the City website: www.derbyct.gov
8. As the City of Derby is exempt from the payment of Federal Excise Taxes and Connecticut Sales Tax, prices quoted are not to include these taxes.
9. The contractor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any money hereunder, or its claim thereto without the previous written consent of the Chief of Staff, City of Derby, or their assignee.
10. Delivery dates must be shown on your proposal. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
11. Proposals may be submitted on an "equal" in quality basis. The City reserves the right to decide equality.
12. No goods should be delivered, or work started without Notice from the City.

CONSTRUCTION AND SERVICE PROPOSAL TERMS

1. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Chief of Staff, City of Derby, or their designee.
2. Awards will be made within sixty (60) days of the proposal opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.
4. IRS Form W-9 available at https://www.irs.gov/forms-pubs/about-form-w-9 should be completed and submitted with the proposal if the bidder falls under IRS requirements to file this form.
5. The successful bidder must provide the City of Derby with an original **Certificate of Insurance** for Professional Liability in a minimum amount of $1 million. It is the vendor's responsibility to provide the City of Derby with an updated Certificate of Insurance upon expiration of the original certificate.
6. For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Chief of Staff a **Certificate of Good Standing from The Connecticut Secretary of State** dated no more than thirty (30) days prior to the date upon which the bid approval was made.
7. Vendors are advised that all materials submitted to the City of Derby for consideration in response to this RFP may be considered to be public records and may be released for inspection upon request once an award has been made. Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of the information that is marked should be withheld from public disclosure. Vendors are advised that the City of Derby may release records marked confidential by a vendor upon a public records request if the City's Corporation Counsel determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.
8. Vendors are required to ensure that they and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.
9. Prices to be held firm One year from the date of the award. Term contracts may be extended for one additional term upon mutual agreement unless otherwise stated.
10. The successful bidder must adhere to all City, State, and Federal Laws, where applicable.

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BACKGROUND

The City of Derby is seeking proposals for the Purchase of Tax Administration, Tax Billing and Collection, and Financial Software, in accordance with the following specifications:

I. PROPOSAL SPECIFICATIONS

Submitters must respond in the format delineated below. The following information shall be tabbed to identify the required information. Failure to submit this information will render your proposal non-responsive.

II. TECHNICAL SPECIFICATIONS

Purchase of Comprehensive Financial, Tax Collection/Administration Software

1. **Purpose** - The intent of this Request for Proposal (RFP) is to obtain proposals from qualified bidders for software and implementation services for a proven Comprehensive Financial, Tax Collection/Administration Software system to be provided in accordance with terms, conditions, and specifications established herein. The City of Derby, Connecticut manages, operates, and provides a wide variety and array of services to its citizens and closely partners and interacts with federal, state, and local municipalities, boards, and commissions in the State. The City's goal is to purchase and implement one fully integrated system that can meet all of the listed requirements.

2. **The Project** - This project is designed to replace the City's existing Financial, Tax Collection/Administration Software system with a more robust and fully integrated package. Through this replacement, the City seeks to provide a reduction in work effort, an increase in work throughput, and an increased level of services to the citizens of Derby. The implementation will involve several integral City departments including but not limited to Finance, Tax Assessor, Tax Collection, and Revenue Generating Departments.

3. **The Scope** - This project will replace the following systems and provide the following services:
   a. General Ledger
   b. Budgeting
   c. Accounts Payable
   d. Accounts Receivable
   e. Tax Administration
   f. Tax Billing & Collection
   g. Cash Management
   h. Fund Accounting
   i. Data Conversion
   j. Implementation,
   k. Training
   l. Project Management

4. **About Derby** - The City of Derby has approximately 5,000 Real Property Parcels, 1,500 Personal Property and 10,000 Motor Vehicle accounts.. The City of Derby's Tax Year runs from January 1st to December 31st. The City's Fiscal Year runs from July 1st to June 30th.

   The City's current application environment related to this project are as follows:
   a. Financial System: Gemini Software
   b. Computer Aided Mass Appraisal (CAMA)
   c. Assessment Administration: Gemini Software
   d. Tax Collection/Billing: Gemini Software
   e. Financials: Gemini Software

5. **Train the Trainer** - Expressly forbidden. All training shall be done by qualified staff of the bidder, on-site or via Zoom as agreed to by the City of Derby. Implementation time will not be considered training.

6. **Overall System Requirements**

   a. Ability to be hosted in the cloud.
   b. Ability to provide the ability for user-created reports for any database(s) and fields in the system including the ability to "join" databases using related data elements for reporting purposes.
   c. Ability to provide digital storage of all documents to create a paperless environment, such as but not limited to purchase orders, invoices, requisitions, orders, etc.
   d. Ability to provide single keystroke retrieval of any digitally stored document or record(s) by\ clicking on identifying data elements such as but not limited to Vendor Number, Check Number, Purchase Order Number, Invoice Number, G/L Account Number, etc.
   e. Ability to generate all reports in .pdf format.
   f. Ability to export all reports in .csv format.
   Ability to export user-created data files in .CSV format for any database(s) and fields in the system including the ability to "join" databases using related data elements for reporting purposes

7. **Modules & Minimum Requirements**

   a. **TAX COLLECTION - Must Haves:**

1) Yearly billing by quarters
2) Interest on past due amounts back to July 1st on unpaid balance; interest rates may vary from year to year
3) Option to print and mail annual tax bills, with the option to print/not print various bank bills
4) E-Mail any bill, receipt, account payment summary, or any other report
5) Escrow accounts - ability to download and import payment information from various banks and mortgage companies
6) Ability to integrate Via API with all proposed collections through to Accounting
7) Ability to export a file for refunds to the proposed Accounts Payable system
8) Reporting to include batch and trial balance (weekly, daily, monthly, and yearly)
9) Ability to manage a Tax Sale Process for Real Estate bills
10) Ability to administer and manage payment plans with different payment schedules
11) Ability to create a Delinquent List by various criteria
12) Ability to write off past due amounts
13) Ability to see all accounts due for a property in one window and process payments on those accounts
14) The system will allow for the storage of ownership history by plat and lot.
15) Ability to add quick receivable - interest, NSF, and tax sale fees.
16) Ability to send E-Mail reminders for any receivable (auto or manual, quarterly or annually depending on account)
17) Ability to support an integrated ACH/EFT (electronic funds transfer) for customers that want payments automatically deducted from their checking/savings accounts.
18) Ability to view all bills being received
19) Ability to have multiple users in the same module concurrently
20) Ability to add notes to an account, both for use internally and externally on bill
21) Ability to transfer payments from one account to another in the event of a processing error
22) Ability to transfer payments from one receivable to another in the event of a processing error
23) The wizards included in the system aid the process of transferring balances from one account to another and a powerful wizard shall be included to transfer credit balances

24) Ability to process preformatted letters by type
25) Ability to place flags on accounts for various reasons
26) Ability to process delinquent notices quarterly for real estate and MV
27) Ability to communicate with the State of Connecticut's MV CIVILS program
28) Ability to export/print a single bill that contains all MVs owned by a particular individual
29) Ability to export/print delinquent statements with a scannable barcode for processing
30) Ability to process payments and integrate with escrow processing companies electronically
31) Ability to process payments from leasing companies electronically
32) Ability to assign warrants to various sheriff and collection companies
33) Ability to code properties that have been sold to lien companies

b. TAX ADMINISTRATION - Must Haves:

1) Ability to import CAMA data from any CAMA software
2) Ability to support multiple tax rates
3) Ability to support Connecticut State Codes
4) Ability to have the account number stay with the parcel
5) Ability to handle account types, such as real estate, motor vehicle, tangible
6) Ability to handle frozen assessments and rates by parcel
7) Ability to freeze tax rates on all exemptions
8) Ability to create and export abatements
9) Ability to create multiple test tax rolls
10) Ability to identify the current and final tax roll
11) Ability to create ALL State of Connecticut required reports
12) Ability to create custom reports using any and all database fields
13) Ability to process exemptions by percent, assessment, and tax amount
14) Ability to create addendum/supplemental rolls
15) Ability to attach documents to an account
16) Ability to enter notes on an account for quick reading
17) Ability to print for binding all tax roll types
18) Ability to import data from State of Connecticut for MV
19) Ability to transfer deleted Motor Vehicles to other towns
20) Ability to price un-priced motor vehicles
21) Ability to import MTS (tax fraud) data
22) Ability to import or export MV data from or to other City's regardless of source
23) Ability to create custom imports
24) Ability to track Veterans Exemptions
25) Ability to archive deleted accounts

c. **PUBLIC INTERFACING - Must Haves:**

The system must include a public-facing user friendly website/portal with the following items:

1) Ability to pay all accounts online
2) Payment methods must include credit cards and debit cards
3) All payment fees shall be borne by the taxpayer
4) Access payment history by account - at least 10 years
5) Ability to view and print bills
6) Online inquiry for escrow account companies
7) Ability to search by account number, parcel ID (plat/lot), address, or owner name
8) Ability to view payment history - date, the amount paid, method, and balance
9) Ability to print an IRS report for taxes paid in a calendar year
10) Ability to process exemption applications online and view the status
11) Ability to process an online declaration for tangible accounts
12) Ability to process an address change request
13) Ability to self-register for taxpayers
14) Ability to allow taxpayers to manage their own accounts for username and password

d. **FINANCIAL SOFTWARE – Must Haves:**

General Ledger

1) Fully integrated with all applications
2) Comprehensive account management and reporting consistent with Connecticut's Office of Policy and Management's account structure
3) Comprehensive budgeting Module which provides entry and reports on multiple budget cycles within a fiscal year prior to adoption. Derby's budgeting process has three such phases: department submissions, mayoral submission, and BoAT adopted with 10-year historical retention.
4) Unlimited number of single and reoccurring journal entries
5) Standard G/L reporting for current and historical periods by date range, fund, department, account, and sub-account designations such as but not limited to detail and summary ledger reports, trial balance, revenue/expense

Accounts Payable

1) Fully integrated with the General Ledger
2) Unlimited number of vendor records and vendor history
3) User-defined vendor IDs with character type and field length settings
4) Create custom fields on the vendor record and record detailed notes
5) Maintain default account coding by vendor
6) Vendor additions on the fly during transaction entry
7) Record and automatically apply vendor discounts
8) Place vendor payments on hold
9) Liquidate outstanding encumbrances during invoice entry
10) Select invoices for payment individually or using custom parameters
11) Disburse from multiple cash accounts, from multiple banks in the same check run
12) Print pre-configured or custom sub-ledger reports, including aging and cashflow projections
13) Online inquiry by vendor for open balance, and payment history, including drill-down functionality
14) Generate vendor 1099s
15) Pay vendors electronically
16) Customizable checks and vouchers

Accounts Receivables

1) Fully integrated with the General Ledger
2) Unlimited number of customer records and customer history
3) User-defined customer IDs with character type and field length settings
4) Detailed customer records including contact information, billing terms, default account coding, customer type, and class
5) Create custom fields on the customer record and record detailed notes
6) Customer additions on the fly during transaction entry
7) Place customer credit on hold
8) Group customers to apply common charges
9) Store standard charge calculations
10) Produce detailed invoices on multiple billing cycles
11) Automatically allocate revenues across multiple programs with system-generated entries
12) Print pre-configured or custom sub-ledger reports, including aging and cashflow projections
13) Online inquiry by the customer for open balance, and payment history, including drill-down functionality
14) Generate customer statements at user-defined intervals
15) Customizable invoices and statements

Received
JAN 31 2023
Derby, CT Town Clerk's Office

Allocations

1) Allocate interest, investment, and other revenues
2) Allocate direct and indirect costs
3) Perform allocations based on percentages, units (such as square footage, number of transactions, etc.), fixed dollar amounts, relative account balances, weighted average daily balances or
4) indirect cost rates.
5) Use allocations for recurring distributions
6) Calculate allocations based on actual or budgeted activity
7) Perform allocations as often as needed
8) Preserve pre-allocation account balances for reporting purposes
9) System automatically records inter-fund transfers as needed
10) Cap allocations to prevent exceeding the indirect cost rate
11) Sequential allocations performed in a single calculation
12) Review allocation calculations and results prior to accepting system-generated entries
13) Clear audit trail for allocation entries

Fixed Assets

1) Extensive asset tracking fields including location, valuation method, responsibility, tag number, model, and warranty information
2) System-maintained standard depreciation methods and custom depreciation schedules supported
3) System-generated direct and fully allocated depreciation entries
4) Enter asset additions on the fly during transaction entry
5) Group-like assets for fast depreciation processing
6) Depreciate monthly, quarterly, or annually
7) Process asset disposals
8) Standard and customizable reports including inventory tracking, asset registers, depreciation schedules, and disposal registers
9) Summary or detailed depreciation and disposal entries

Purchase Order and Encumbrance

1) Item codes for commonly ordered items and services
2) Detailed purchase order fields including item

3) numbers, descriptions, special instructions, comments, and date promised
4) Dropship functionality
5) User-defined fields for purchase information
6) Customizable purchase order form
7) Batch processing of purchase orders
8) Check for available budget during order entry
9) Automatically generate encumbrance entries from purchase orders
10) Extensive purchase reports including purchase order register, item tracking report, receiving report, and cancellations
11) Manual encumbrance entry and liquidation options
12) Automatic liquidation of encumbrances during invoice and cash disbursement entry
13) Options to include encumbrances on budget reports and financial statements
14) Partial encumbrance liquidations allowed

Electronic Requisitions

1) Defined request and approval workflow
2) Dollar approval thresholds by user
3) Detailed requisition records including requestor, date items needed, special instructions and detailed notes
4) Automatic flow to purchase orders on approval
5) Customizable printed requisition form

Cash Management

Received
JAN 31 2023
Derby, CT Town Clerk's Office

1) Ability to accept an unlimited number of Payment Types
2) API integration capabilities with Payment Portals
3) Ability to print or email payer receipts
4) Ability to attach documents to any transaction
5) Provide the option of recording groups of summary transactions associated with multiple payment types
6) Create departmental reports of payments to be accepted into the Cashbook
7) Recreate as view only any previously created departmental reports of payments
8) Record a breakout of cash paper payments v. cash coin payments
9) The option of recording deposits at the point of Cashbook acceptance
10) Automatic recording/grouping of deposits based on individual payment portal rules
11) Provide a unique Bank by bank view of all bank transactions
12) Unlimited number of Banks/bank accounts
13) The ability to process a bank "OFX" file to automatically clear matching transactions
14) Creation and retrieval of all bank reconciliation reports
15) Ability to export to Microsoft Excel while maintaining grouping as subtotals
16) Ability to export to Acrobat Adobe with user-defined headers and footers
17) Unlimited Cashbook views with the ability to perform the following:
18) Remove columns from the view
19) Rearrange the order of columns
20) Filter on columns
21) Sort columns
22) Group columns to create subtotals
23) Assign views to other stakeholders
24) Limit assignable views to certain columns and filters that can not be undone without permission
25) Create user-defined names to represent revenue that links to the ultimate General Ledger number
26) Assign revenue items to specific users
27) Track user activity including deleting receipts as part of fraud prevention
28) Track activity including changing receipt amounts as part of fraud prevention
29) The ability of designated users to monitor amounts and time since entered of departmental receipts

30) The ability to create view based on either deposit dates or transaction dates

e. **BUILDING DEPARTMENT PERMITTING – Must Haves:**

Overview

The City of Derby is seeking building permitting software with a comprehensive, fully integrated permit and inspection system. The proposed system should also have the option to extend to all land use departments including but not limited to the following:

Planning	Economic
Building	Licensing
Public Health	Fire
Public Works	Town Clerk
Conservation	Assessors
Zoning	Housing

The City of Derby requires a software solution that will support all necessary functions related to online permitting. The software shall contain the following functions:

1. Plan Application Tracking: Provide online and reporting capabilities of all plan review activities from project submittal through permit issuance to project completion.

2. Permitting: Monitor all public and private building activity, issue a variety of permit types (building, plumbing, mechanical, electrical, plumbing, gas, etc.), link to related records, account for all appropriate fees, and history.

3. Inspection Tracking and Scheduling: Track both routine and periodic inspections of permits and manage all building inspection scheduling activities.

4. Reporting: Generate reports using a combination of data elements maintained by land use and permitting systems.

5. Public Online Application Submittal, Complaint, and Inquiry Capabilities: The software will have the capability to allow access of permit information, access online permit applications, and allow for the submittal of plans.

6. The software must have the capability of notifying the applicant throughout the process through auto status updates and custom messages.

7. Public Portal allowing applicants to interact with their permit and access at any time. The Portal should also allow the user to respond to messages regarding their application/permit directly.

8. Mobility/In-Field Usage: View, schedule and modify inspections and record notes while in the field. Have the ability to quickly access all contact details for the owner, applicant, contractor, or complainant. Retrieve data by searching any parameter, including permit number, permit type, permit status, address, etc.

9. Capability to integrate into the following systems
   a. Geographic Information System
   b. Tax Management Software
   c. Financial Management Software
   c. Property Assessment Software Property Updates and New Permit Imports

10. The system must be internet based and include deployment for mobile use.

11. The system must track all permits/activities through each stage of their process in a way that all staff can easily view pertinent data about a permit/activity.

15. Some permits/activities require review and approval by multiple departments and individuals. The tracking system must provide a simple process for granting and revoking approvals by these various disciplines at any stage up to the final approval.

16. The new system must provide a method for correcting a permit or permit location.

17. The system must provide methods for the public to access selected data about permits/activities via the internet.

18. The system must provide an internet-based method for the public to create designated simple permits. The system needs the ability to make payments on any permit/activity and auto-update the application/permit in real-time.

19. The system must include standard reports including permit and inspection documents as well as detailed and summarized reports for permitting and other land use activities.

20. The system must be capable of exporting reports.

21. The project scope shall include, but not be limited to, the following services:
    - o Initial account setup and configuration
    - o Cloud Hosted
    - o Web integration services
    - o Application Integration services
    - o Training for support staff, end users, and administrators o Associated vendor project management
    - o Software maintenance and warranty services.

A solution that will provide a high level of functionality with ease of use is desired. Consideration will be given to a well-designed and proven software system that has an excellent user experience, rich capabilities, and robust ad hoc reporting tools.

8. **Training** - The Vendor shall provide detailed plans for training City staff so they are able to answer inquiries, enter data, and handle the day-to-day management of the system. **All software presented in this proposal must have full instructional documentation in hard copy and digital formats. User groups where active users can present suggestions and have ongoing training/feedback must be held at a quarterly minimum.**

    Suggested edit:

    The City requires adequate training/staff development to ensure that all system users are familiar with the operations of the system for their specific roles and responsibilities. The Vendor should specify the length and type of training to be provided, and all initial training costs shall be part of the proposed system costs and identified in the response to this RFP. Vendor shall provide training materials, which can be reproduced by the City as needed. Initial training should be conducted at the City's facilities.

    A user manual shall be provided by the Vendor for the version of the software provided to the City. It shall include an overview of the system modules and be organized by business process.

9. **Changes in Laws, Regulations, or Accounting Standards**

   The Vendor will be required to provide software updates or upgrades to maintain compliance with all state and federal mandates as part of the maintenance of the system, and shall not charge the City for changes to the software required by new or changing laws, regulations, or accounting standards that impact the operation of the City in the areas administered through the use of the financial software.

10. **Implementation** - The Vendor shall provide a realistic plan, pricing, and schedule to implement the proposed system, and to provide training and ongoing support. The schedule must illustrate milestones for deliverables, critical path items, and with blocks of time for tasks for both the supplier and City resources that must provide full implementation by 7/1/23.

11. **System Security** - Include a detailed description of the proposed system's security features. It is imperative that security be assigned to the individual employee - not to the employee's workstation - and that security controls prevent employees from accessing and/or updating the data of another department.

12. **Data** - The City maintains ownership of all data. The vendor shall not mine or otherwise process or analyze data for any purpose not explicitly authorized by the City. The vendor shall make the City's data available upon request, within one business day or within the time frame specified, and that data shall not be used for any other purpose. The Vendor shall provide the requested data at no additional cost. The City shall have full access to its data through ODBC or directly through the SQL server. **All data years that the City possesses prior to implementation must be transferred by the vendor to the selected vendor's software for records retention and historical look-up purposes. This includes complete Grand List history and not just the current year.**

13. **Data Conversion** - All data from our current systems being replaced (see section II. 4.) will undergo data conversion to the new software system. The Vendor must be able to convert all the existing files of all systems being replaced (see section II. 4.) for current and all prior years to their software. The Vendor must verify all totals for each year converted and submit proof to the City before the City shall accept the new software.

14. **Software Demonstration** - At the City's discretion, the vendor must be willing to provide a visit to up to two clients of similar size and use for the purpose of viewing the system in action and permitting a confidential interaction with the client regarding the performance of the system

15. **Vendor Questions** - Any technical questions regarding this Request for Proposal must be submitted in writing to the Chief of Staff, City of Derby no later than 5 business days prior to the opening of bids. Questions and responses will be made available for review via email.

16. **Response** - Each response shall include the following items
    a. **Executive Summary** - A brief narrative highlighting the company's proposal.
    b. **Company profile** A brief narrative highlighting the company's history, including current and prior owners. Please include the number of years providing municipal software services.
    c. **Qualifications and References** - A list of current New England customers which must include
        1) Customer name
        2) Contact name
        3) Phone Number
        4) All applications installed and their version numbers
        5) Date of installation
    d. The City reserves the right to contact any and all customers, including any customers whom the vendor has failed to provide information about. The reference list must include the information listed below: Staff Details – Please provide detailed information about the composition of your technical staff and years of experience, including R & D personnel, project managers,

implementation and training personnel, support personnel, programmers/analysts, and documentation specialists. **A minimum of five (5), full-time, support staff, and a minimum of five (5), full-time development staff are required to be considered for award.**

e. Third-Party Software Requirements
f. Completed IT Vendor Information Security Assessment (**Appendix A**)
g. Proposed subcontractors, if any
h. DRP – Disaster Recovery Plan for Cloud-Hosted Solution
i. Proposed project management and implementation plans/schedule
j. Proposed change management plan
k. Proposed Software System, Proposed Modules, Hardware Requirements
l. Software Requirements, Application security controls, Database Platform, Networking Requirements, Cloud, Backup, Training Plan – **Must have API Integrated Technology for seamless integration of data between Tax Collection/Billing & Financial Software – Must use MS SQL 2016 or higher and be developed with current and supported development/programming software platforms/framework**
m. Support Response Time, hours, and methods of support (Ie remote desktop, email, phone, etc.)

Pricing -A detailed list of all one-time costs associated with installation in a cloud-based environment including but not limited to software installation, training, data migration/conversion, A detailed list of all annual costs necessary for the successful execution and use of the software in a cloud-based environment on an ongoing basis including but not limited to licensing, training, maintenance, and support.

17. Evaluation/Selection Criteria

An evaluation committee will review and evaluate each submitted proposal in accordance with the requirements of this RFP. The evaluation will include weighted criteria detailed below. If further information is desired, vendors may be requested to make additional written submissions or oral presentations to the City. The following weighted criteria will be utilized to select the consultant awarded this contract:

Criterion	Points
Firm Scope and Capacity	15
Firm Qualifications and References	15
Support Staff Qualifications and Experience	20
Project Understanding and Approach	20
Cost Proposal	30
TOTAL	100

18. General Terms and Conditions

a. **The Vendor will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin, or handicap, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause.**

b. **The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.**

c. **Notices, advertisements and solicitations placed in accordance with federal law, rule or** regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. **Immigration Reform and Control Act of 1986**

By submitting their proposal, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986

e. Insurance

The Vendor shall purchase and maintain in force, at his, her or its own expense, such insurance as will protect him, her or it and the City from claims which may arise out of, or result from, the Vendor's execution of the work, whether such execution be by himself, herself or itself, his, her or its employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the City, the Vendor and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor of his, her or its forces as enumerated above. The Vendor shall furnish a copy of an original Certificate of Insurance, naming the City of Derby as additionally insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Vendor shall furnish insurance in satisfactory limits, and on forms and of companies, which are acceptable to the City's Corporation Counsel and/or Risk Management and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Vendor will provide a minimum of liability insurance as follows:

(1) Workman's Compensation - Statutory Limits

(2) Contractor's liability covering all operations performed by the Vendor or any subcontractor with limits of not less than $1,000,000 combined single limit. Subcontractors are subject to the same limits and must submit certificates of insurance to this office. All certificates of insurance must name the City of Derby as additionally insured.

(3) Automobile liability insurance-all owned, non-owned and hired automobiles with same limits as in (b) above.

Certification of above insurance requirements will be required before the issuance of an award. The complete address, phone number and contact person for the insurance company is required to be submitted with the insurance certificate. The authorized agent signing on behalf of the Insurance Company must submit certification that they are a licensed agent to do business with the Company within the State of Connecticut.

Certificate Holder should be listed as – City of Derby, 1 Elizabeth Street, Derby, Connecticut 06418.

f. **Drug Free Workplace**

During the performance of this contract, the Offeror agrees to the following:

(1) Provide a drug-free workplace for the Offeror's employees

(2) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(3) State in all solicitations or advertisements for employees placed by or on behalf of

the Vendor that the Vendor maintains a drug-free workplace.

(4) Include the provisions of the foregoing clauses in every subcontract or purchase order over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

g. Choice of Laws and Venue

Any disputes under a resulting contract that cannot be resolved between the City and the Vendor, must be resolved in the Connecticut Superior Court, Judicial District of Ansonia/ Milford at Milford. The laws of the State of Connecticut shall govern any resulting contract.

h. Appropriation of Funds.

The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year are subject to approval and ratification by the Board of Appropriation and Taxation and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse to the Vendor. It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.

i. Ethics in Public Contracting

By submitting their proposals, Vendors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction including making any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The Vendor shall identify any actual or potential conflicts of interest that exist, or which may arise if the Vendor is recommended for award and propose how such conflicts might be resolved. By his/her signature on the proposal documents submitted, each Vendor attests that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Vendor, or themselves, to obtain information that would give the Vendor an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Vendor, or itself, to gain any favoritism in the award of this Request for Proposal.

j. Changes to the Contract

Changes can be made to the contract in any of the following ways:

(1) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

(2) The City may order changes within the general scope of the contract at any time by written notice to the Vendor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Vendor shall comply with the notice upon receipt. The Vendor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:

(a) By mutual agreement between the parties in writing; or

(b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Vendor accounts for the number of units of work performed, subject to the City's right to audit the Vendor's records and/or to determine the correct number of units independently.

k. **Default**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

l. **Warranty**

The Vendor should warrant that Software proposed shall be substantially free from errors. Subsequent contract should conform to the requirements set forth in this RFP. Vendor should also warrant that the services performed by the Vendor shall be performed in a timely and professional manner by qualified personnel. Vendor should respond to requests for warranty service within four hours and should remedy any programming errors, defects, or breach of warranty as soon as practicable and with minimal downtime at no charge. The warranty should remain in effect for a minimum of one year after the date of final acceptance of the software. In the event that the software, in whole or in part, does not perform in accordance with the contractual requirements, the Vendor should promptly, and in no case any later than twenty-four (24) hours after notification thereof, correct, modify, or improve the software, at the Vendor's sole expenses, to ensure that the Software complies with the software availability and response standards and software requirements set for in this RFP. In the case of any dispute involving the software, the Vendor should have the burden of proving that the software meets all standards and requirements. In the event the software is inoperable, the Vendor should immediately apply the necessary resources to correct the problem.

m. **Indemnification**

Vendor agrees to indemnify, defend and hold harmless City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Vendor/any services of any kind or nature furnished by the Vendor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Vendor on the materials, goods or equipment delivered.

n. **Bid Acceptance Period**

Any bid in response to this solicitation shall be valid for one-hundred and eighty (180) days. At the end of the one hundred and eighty days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

19. Final Selection

The City of Derby will select a firm based upon the recommendation submitted by the evaluation committee. Following the notification of the firm selected, it is expected a contract will be executed between the parties subject to approval of the Derby Board of Aldermen/Alderwomen.

A firm's submission of a proposal indicates acceptance of the conditions contained in this Proposal Specification unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Derby and the firm selected.

20. Inquiries

Inquiries concerning clarification on any portion of this RFP should be made to: Chief of Staff, City of Derby

All Technical questions to be directed to: Chief of Staff, City of Derby

All IT related questions to be directed to: Chief of Staff, City of Derby

Comprehensive Financial, Tax Collection/Administration Software
COST PROPOSAL FORM

VENDOR NAME	
VENDOR STREET ADDRESS:	
CITY, STATE, ZIP	
SOC. SEC. # OR FED. ID #	

PROPOSAL:

WHEREAS, the CITY OF DERBY has duly asked for proposals for the performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price below.

This offer will remain open and irrevocable until the CITY OF DERBY has accepted this proposal or another proposal on the specifications or abandoned the project.

The bidder agrees that acceptance by the CITY OF DERBY will transform the proposal into a contract. This proposal and contract will be secured by Bonds, if required by the specifications.

JAN 31 2023
Derby, CT Town Clerk's Office

Received
JAN 31 2023
Derby, CT Town Clerk's Office

PRICING PAGE

(PRICING PAGE MAY NOT BE CONFIDENTIAL)

Installation Item Description	Installation Item Cost
Total **ALL** Installation Costs	

Annual Cost Description	Single Year Annual Cost Amount	Multi-year Annual Cost Per Year Amount For ______ Years	Multi-year Annual Cost Per Year Amount For ______ Years	Multi-year Annual Cost Per Year Amount For ______ Years	Multi-year Annual Cost Per Year Amount For ______ Years
Total **ALL** Annual Costs					

PROPOSAL RESPONSE & PRICING CONFIRMATION

____

CONTACT PERSON NAME TITLE

____

AUTHORIZED SIGNATURE

PHONE________________________________ FAX________________________________

EMAIL________________________________

APPENDIX A

Vendor Information Security Assessment (VISA)

Application Server

1. Microsoft Windows Server Version Support?
2. Is the application Capable of Operating in a virtualized environment?
3. Can the application run as a service and the account running the service does not need admin privileges?
4. Do you maintain formal security policies and procedures to comply with statutory or industry requirement or standards? **Please submit supporting documentation.**
5. Please explain your integration with sending email.
6. Please provide specific exceptions needed on host and network firewalls to allow incoming/outgoing connections, if any.
7. Will application services resume automatically after reboot?

Database

1. What database platform are you using? And the required version.
2. Do service accounts require admin rights?

Web Server & Browser

1. What web servers are supported?
2. What web browsers are supported?
3. Are any proposed modules browser independent?
4. Does the client only need access to port 443? (https)
5. Do clients need access to anything other than the web server via a browser? Example DB direct or a file share

Workstation & Device Support

1 Does the application support Windows 10 pro 20H2?
2 Does the application run without local administrative privileges?
3 Does the application run without turning off User Access Control (UAC)

Printing

1 Does the application print to local and network printers?

General

1 Does the system have redundancy that will guarantee data availability 24/7/365?
2 Do you have a Disaster Recovery Plan? Please submit.
3 Does the application have the ability to restrict access to City IPs?
4 What is the vendors hosting platform? Please provide details.
5 How are users authenticated? And with what protocol?

Data

1 For a cloud or SaaS application, where is the data stored?
2 For a cloud or SaaS application, please explain your database backup strategy? Do you have offsite backups? Are they encrypted?
3 What application level protections are in place to prevent the Vendor's or a subcontractor/third party's staff member from viewing unauthorized confidential information