



**ADMINISTRATION & FINANCE
PURCHASING DIVISION
CITY OF WORCESTER, MA
455 MAIN STREET
ROOM 201, CITY HALL
WORCESTER, MA 01608
(508) 799-1220**



**Christopher J. Gagliastro, MCPPO
Purchasing Agent**

**RFP NO.: 7480-W1
ISSUANCE DATE: 9/24/2020**

BUYER: Christopher J. Gagliastro

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
REQUEST FOR PROPOSALS
NOTICE TO PROPOSERS**

RFP TITLE: Software & Implementation Services – Utility Billing Systems / City

REFER TO PAGE 7 FOR PROPOSAL SUBMISSION INFORMATION

General Conditions:

All proposals are subject to the terms, conditions and specifications herein set forth:

- 1. Scope: Provide software and professional services required to implement a new software systems environment to address the City's needs related to Utility Billing & Customer Information Systems as per the attached requirements, terms & conditions, and specifications of the City of Worcester.**
- A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the amount of N/A must accompany this proposal. This must be submitted under separate sealed cover marked "Proposal Security." In the case of default, the surety shall be forfeited to the City as liquidated damages.
- All terms and conditions are applicable to this proposal except the following section(s) which are hereby deleted from this RFP: 4, 27
- A performance bond in the amount of N/A will be required. If this proposal is accepted by the City and the Proposer shall fail to contract as set forth in these requirements and to give a bond in the aforementioned amount, within ten (10) days, (not including Sundays, Saturdays, or a legal Holiday) from the date of the mailing of a notice from the City to the Proposer, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the proposer has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the proposal security accompanying this proposal shall become the property of the City as liquidated damages.

Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Division and are to be in duplicate. No changes will be considered or any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date.

Any inquiries related to technical or contractual matters must be submitted in writing to:

**Christopher J. Gagliastro, MCPPO
Purchasing Director
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608
gagliastroc@worcesterma.gov**

5. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
6. The following meanings are attached to the defined words when used in this RFP.
 - a) The word "City" means The City of Worcester, Massachusetts.
 - b) The word "Proposer" means the person, firm or corporation submitting proposal on these specifications or any part thereof.
 - c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - d) The words "Firm Price" shall mean a guarantee against price increase during the life of the contract.
7. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L. c.30B, and shall remain confidential until the time specified in c.30B section 6 (d).
8. All material submitted by vendors becomes the property of the City. The City is under no obligations to return any of the material submitted by a vendor in response to this RFP.
9. Each vendor's proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.
10. It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the Contractor to engage in any practice which shall violate any provision of

Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

11. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
12. The City will review and analyze each proposal, and reserve the right to interview selected proposers. The City shall select the proposer, which in the City's opinion, has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.
13. The Contractor will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc. during the contract derived from this RFP.
14. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.
15. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is pecuniarily interested in this proposal or in the contract which the proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
16. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.
17. A vendor conference will be held as follows: refer to technical specifications
18. The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City. Should the Contractor attempt any of the above without the written consent of the City, the City reserves the right to declare the Contractor in default and terminate the contract for cause.
19. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:
 - A) PUBLIC LIABILITY INSURANCE - Contractor to supply the City of Worcester with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 to any one person, and not less than \$ 1,000,000.00 on account of one accident.

B) PROPERTY DAMAGE INSURANCE - Contractor to supply the City with certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of any one accident, and not less than \$ 2,000,000.00 on account of all accidents.

C) COMPENSATION INSURANCE - The Contractor shall furnish the City with certificates showing that all its employees shall be connected with the management operations are protected under worker's compensation insurance policies.

20. The Contractor shall carry Public Liability Insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his or her employ during the execution of the contract derived from this RFP.
21. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Division, certificate from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the City.
22. All prices quoted must include inside delivery, and set-up in place F.O.B. destination to pre-designated City of Worcester departments.
23. No special charges will be allowed for rigging, packing, crating, freight, express, or carriage unless specifically stated and included in the vendor's proposal.
24. The award to the successful proposer may be cancelled in the event of vendor nonperformance as may be determined by the City.
25. The successful proposer shall comply with all applicable federal, state and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
26. Purchases made by the City are exempt from Federal and Massachusetts state taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
27. When the contract is executed, a performance bond, in the full amount of the contract, is required. See paragraph 4. The bond will be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. The cost of this bond is the vendor's responsibility. Bonds shall remain in force and effect thru the performance of the contract.
28. Expenditures by the City and authorization to spend for particular purposes are made on

fiscal year basis. The City's fiscal year is the twelve month period ending June 30 of each year. The obligations of the City under any agreement to be reached are subject to the appropriation or authorization of the necessary funds. The City agrees to make reasonable efforts to obtain funding and all necessary authorization.

29. No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Worcester.
30. The vendor (and its insurers, if any) shall bear all risk of loss or damage to the equipment which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the vendor until the purchase price has been paid and title has passed. The vendor shall also bear the risk of loss or damage to leased or rented equipment during the City of Worcester's possession and use thereof subject, however to such conditions and limitations as may be stated elsewhere in the contract.
31. The vendor shall not assign or in any way transfer any interest in the contract without the prior written consent of the City provided, however, that claims for money due or to become due to vendor from the City may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of such assignment is furnished promptly to the City. Any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the City against the vendor in the absence of such assignment.
32. None of the services to be provided by the vendor pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the City. No subcontract or delegation shall relieve or discharge the vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent. Any subcontract to which the City has consented shall be attached to the original of the contract on file in the City of Worcester.
33. Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather. If the vendor's failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the reasonable control of both the vendor and the subcontractor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

34. The vendor shall provide to the City of Worcester a warranty and a commitment which clearly states that all equipment and services proposed and supplied by the Vendor, and/or its subcontractors, performs as expected and promised by the Vendor.
35. The vendor represents that no person other than bona fide employees working solely for the vendor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this contract. For breach or violation of the representation, the City shall have the right to annul the contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.
36. Any contract made by the City in which the Purchasing Agent or any employee of his/her department, the heads of using agencies or any other officer or employee of the City having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.
37. The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The vendor agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4 (1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the vendor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the vendor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.

In the event of vendor noncompliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but limited to:

- 1) Withholding of payments due vendor under the contract until vendor complies.
- 2) Termination or suspension of the contract.

SUBMISSION OF PROPOSALS

38. Proposals must be submitted in two (2) packages according to the instructions below. The City intends to consider responses in the evaluation requirements before considering costs. **Therefore, no reference to pricing may be made in the proposal of evaluation considerations.**

A sealed package containing **the original, 4 copies plus 1 electronic copies on USB drive** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Software & Implementation Services – Utility Billing Systems / City of Worcester
– Technical Proposal

455 Main Street, Room 201
Worcester, MA 01608

Re: **RFP No. 7480-W1**

A sealed package containing **the original, 4 copies plus 1 electronic copies in Excel format on USB drive** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Software & Implementation Services – Utility Billing Systems / City of Worcester
– Price Proposal

455 Main Street, Room 201
Worcester, MA 01608

Re: **RFP No. 7480-W1**

Price proposal sheets are located within the appendices / attachments to this RFP.

Proposals must be delivered no later than Wednesday, October 28, 2020 at 10:00 AM LOCAL TIME. Late submissions will be rejected, regardless of circumstances. The City of Worcester is not responsible for submittals not properly marked.

The evaluation and cost proposals will remain confidential until a formal and finalized contract has been executed.

RFP EVALUATION

39. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.
40. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

Comparative criteria will be evaluated by the use of four rating categories as set forth by M.G.L. Chapter 30B:

- 1) **HIGHLY ADVANTAGEOUS** - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) **ADVANTAGEOUS** - Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) **NOT ADVANTAGEOUS** - Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) **UNACCEPTABLE** - Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

41. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the cost proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and cost proposals received.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

| Name | Address | Zip Code |
|-------|---------|----------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If an Individual or Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Email _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership, Full names and addresses of all partners

| <u>Name</u> | <u>Address</u> | <u>Zip Code</u> |
|-------------|----------------|-----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Business Address _____ Zip Code _____

Tel. No. _____

(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____ Qualified in Massachusetts? Yes _____ No _____

Principal Place of Business _____

Street

P.O. Box

City/Town

State

Zip

Email: _____

Telephone No. _____

Place of Business in Massachusetts _____

Street

P.O. Box

City/Town

State

Zip

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street

P.O. Box

City/Town

State

Zip

Place of Business in Massachusetts _____

Street

P.O. Box

City/Town

State

Zip

Telephone No. _____

NOTE:

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

E.I. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER

TITLE

DATE

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

"The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print)

Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

All proposals must include the above non-collusion certificate with submission.

Request for Proposals for Software and Implementation Services for a Utility Billing and Customer Information System Software Systems Environment



RFP No.: 7480-W1

Solicitation Due Date: October 28, 2020

Time: 10:00 a.m. (Eastern Time)

All Proposals must be received by the City of Worcester, MA, (City) by the date and time cited above. It shall be the Respondent's sole risk to assure submission by the designated time.

VENDORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Solicitation packages can be obtained by downloading from the City purchasing website (<http://www.worcesterma.gov/finance/purchasing-bids/bids/open-bids>). Should you experience problems downloading the solicitation, contact Christopher J. Gagliastro, MCPPO, City Purchasing Agent (GagliastroC@worcesterma.gov).

All questions concerning the RFP **must** be submitted via email only, as identified within this solicitation in [Section 1.8](#). Communications with City staff may disqualify you from the evaluation process.

Forms, Worksheets, and Other Attachments

Attachment A – Proposal Response Forms

(See MS Word document "City of Worcester Utility Billing RFP – Attachment A.docx")

Attachment B – Functional and Technical Requirements/Capabilities

(See MS Excel spreadsheet "City of Worcester Utility Billing RFP – Attachment B.xlsx")

Attachment C1 – Cost Worksheets

(See MS Excel spreadsheet "City of Worcester Utility Billing RFP – Attachment C1.xlsx")

Attachment C2 – Cost Narrative

(See MS Word document "City of Worcester Utility Billing RFP – Attachment C2.docx")

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1 RFP Introduction and Background

1.1 Introduction

The City of Worcester, Massachusetts, (City) is soliciting Proposals from Respondents capable of satisfying the needs for software and professional services to implement a new software systems environment to address the City's needs related to Utility Billing and Customer Information System management.

In addition to soliciting written responses, this document provides information to assist Respondents in preparing their responses, and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the Respondents
- Specifies the desired format and content of Proposals in response to this RFP
- Outlines the City's evaluation and selection procedures
- Establishes a schedule for the preparation and submission of Proposals in response to this RFP

This RFP and the selected Proposal in response to this RFP will be incorporated into the contract resulting from this solicitation.

1.2 About The City

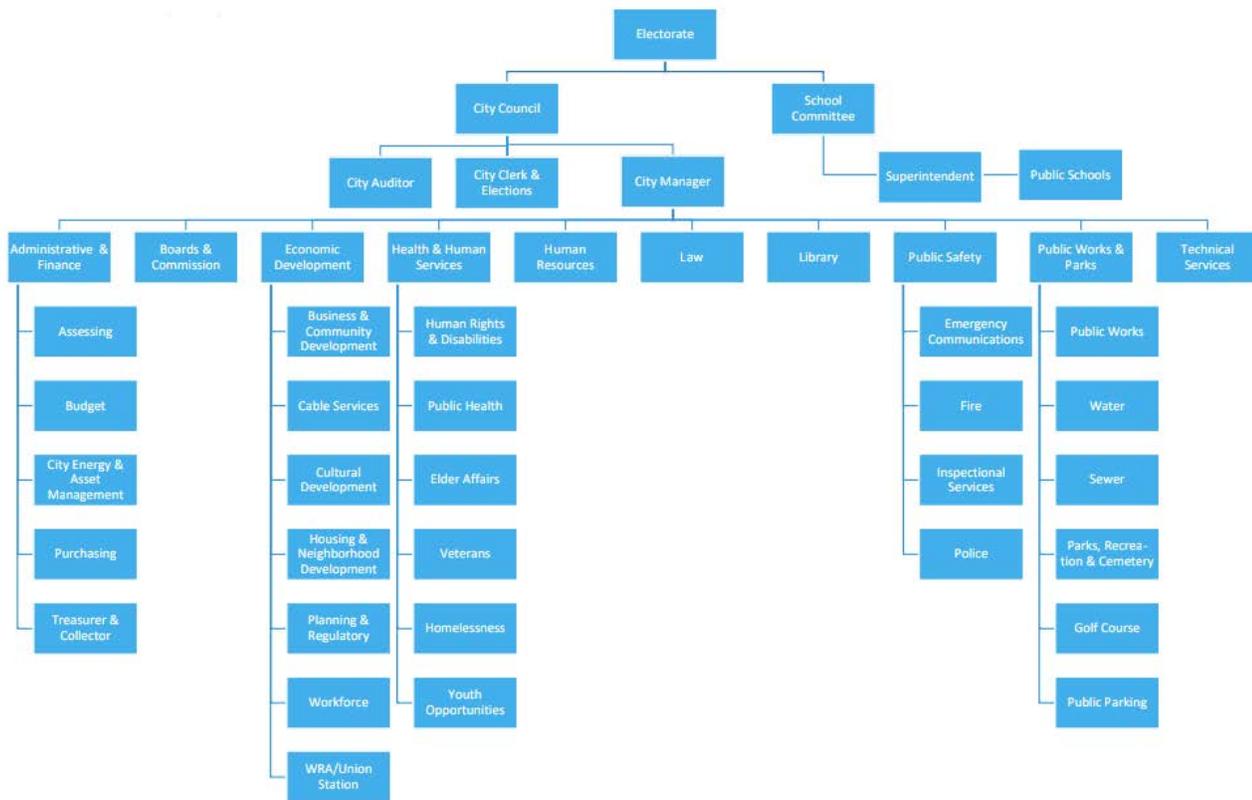
The City of Worcester was first established as a town in 1722 and later was incorporated as a City in 1848. It is governed by a Council-Manager, or Plan E, form of government with a popularly elected Mayor, 11 City Council Members, and an appointed City Manager. Per the City Charter, the City Manager recommends a balanced budget to the City Council, meaning the revenue estimates equal the proposed expenditures. The City Council may, by majority vote, make appropriations for the purposes recommended. They can also reduce or reject any amount recommended in the annual budget. They cannot, however, increase any amount in an appropriation, nor increase the total of the annual budget.

The Fiscal 2021 budget appropriates \$721.8M in revenue to fund the following expenditure areas. The City's expenditure budget is broken into three large categories—Education (Including Worcester Public Schools, Charter, and Choice School Tuition), City Operations (broken into Public Safety, Public Works and Parks, and Other Departments), and City Fixed Costs (debt, pensions, health Insurance, required reserve deposits, street lighting and snow removal). The following chart shows the breakdown by percentage of these expenditures. Education costs account for 58.4% of all City expenditures, fixed costs account for 19%, Public Safety (including Police, Fire, Emergency Communications and Inspectional Services account for 14%, Public Works and Parks account for 3% and the remaining 5% funds other city operations.

Worcester obtains its drinking water from 10 surface water sources, or reservoirs, located outside of the City. The watershed for these reservoirs covers 40 square miles. These reservoirs, total a combined storage capacity of 7,379.9 Million Gallons. In addition to these 10 active reservoirs, other sources of water supply remain inactive but could be used in the case of an emergency. These additional supplies include two wells and two reservoirs; the Coal Mine Brook Well on Lake Ave North in Worcester and

the Shrewsbury Well off Holden Street in Shrewsbury, the Wachusett Reservoir and the Quabbin Aqueduct

City of Worcester Organizational Chart



The following table contains statistics related to the City. These statistics are estimates and are provided for planning purposes only. Additional information has been provided in [Table 04: Functional Area Statistics](#).

Table 01: Statistics

| No. | Area | Statistic |
|-----|--------------------------------|-------------------------------|
| 1 | Population | 184,508 |
| 2 | FTE | 5,700 (approx.) |
| 3 | Water Rate | \$3.67 per hundred cubic feet |
| 4 | Sewer Rate | \$7.43 per hundred cubic feet |
| 5 | Fiscal 2020 Operating Budget | \$685.7 million |
| 6 | Fiscal Year | July 1 – June 30 |
| 7 | Active Water Customer Accounts | 45,000 |

1.3 Project Objectives

The overall goal of this project is to take advantage of the newest technology and harness efficiencies by reviewing business processes or implementing technology to enhance existing business processes

performed by City departments. The City is planning to replace its current software systems environment with a new system or combination of software systems, and to adopt systems functionality to support core processes. In doing so, the City seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

- Key Objectives and Outcomes:
 - Encourage staff to re-envision business processes with a goal of seeking more efficient and effective ways of doing business
 - Have an integrated and user-friendly system with electronic workflow to eliminate paper-based processes and manual entries
 - Implement a web-based system that provides remote access for employees to perform their job functions, and allows citizens to access the City's services and programs
 - Increase reporting and analytic capabilities to make better-informed decisions

In order to address these challenges and others, the City has initiated a project to adequately plan for, select, and implement a replacement or upgraded Software Systems environment. [Section 2.0 – Project Scope](#), outlines the features and functionality desired in a future system(s), as well as the professional services necessary to implement that system(s).

1.4 Definitions

In order to simplify the language throughout this RFP, the following definitions shall apply:

ADDENDA – Written instruments issued by the City prior to the date for receipt of Proposals that modify or interpret the RFP documents by addition, deletions, clarification, or corrections.

CITY – The City of Worcester, Massachusetts.

CITY EVALUATION COMMITTEE – The team of City staff that will participate in the review, evaluation, and scoring of proposals and subsequent evaluation processes, including demonstrations and reference checks.

CITY PROJECT MANAGER – The person designated by the City to be the City Project Manager assigned to act on behalf of the City during the term of the resulting Contract.

CONTRACT DOCUMENTS – The RFP, submitted Proposals, including any diagrams, Addenda, and a form of agreement between the City and the Contractor, including all change orders, insurance certificates, exhibits, amendments, and attachments.

CONTRACTOR – The Contractor(s)/consultant(s) that may be awarded a contract to provide software system(s) and professional services to implement the Utility Billing System for the City.

DAYS – Means calendar days unless otherwise specified.

PROJECT – The project to configure and implement the Utility Billing System for the City as described in this RFP and in the Attachments hereto.

PROJECT SCOPE – Scope of services to be provided by the Contractor(s).

PROPOSAL – A complete and properly signed Proposal to provide goods, commodities, labor, or services for the sum stated and submitted in accordance with the RFP.

PROPOSER – See “RESPONDENT.”

RESPONDENT or PROPOSER or VENDOR – The person, Contractor, corporation, partnership, or other entity submitting a Proposal on items listed in the RFP documents, and thereby agreeing to meet the specified Contract terms and conditions if awarded the contract.

SERVICES or WORK – All services to be performed by the Contractor to successfully complete the Project to the satisfaction of the City.

SUBCONTRACTOR or SUBCONSULTANT – Any individual, corporation, company, or other entity that contracts to perform work or render services to a Contractor or to another subcontractor as part of this Contract with the City.

VENDOR – See “RESPONDENT.”

1.5 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow, which is subject to change at the City’s discretion. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is accelerated or delayed, it shall be anticipated that the remaining components may also be adjusted by a similar number of days via RFP Addendum prior to the submittal deadline.

Table 02: RFP Schedule of Events

| Event | Estimated Date |
|-------------------------------------|-----------------------------|
| RFP Published | September 30, 2020 |
| Pre-Proposal Vendor Teleconference | October 7, 2020 |
| Deadline for Questions From Vendors | October 14, 2020 at 4pm EST |
| Deadline for Proposal Submissions | October 28, 2020 |
| Vendor Demonstrations Scheduling | November 9, 2020 |
| Vendor Demonstrations | Week of November 30, 2020 |

1.6 Prequalification of Vendors and Open Competition

The City has not employed a prequalification process. No Vendors are either prequalified or precluded from responding to this RFP.

Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).

1.7 Minimum Qualifications

In order for Proposals to be evaluated and considered for award, Proposals must be deemed responsive to this RFP as determined in the discretion of the City Evaluation Committee. To be deemed responsive, the submitted Proposal documents shall conform in all material respects to the requirements stated in the RFP.

The City does have the following minimum requirements that must be met to be considered for evaluation:

- i. Proposed solutions must be Software-as-a-Service (SaaS) or Vendor Hosted/Managed.
- ii. Vendor hosting and back-up of City data must be within the contiguous United States.
- iii. Vendor has successfully implemented the proposed solution with a minimum of two municipal (city, town, county, etc) clients of similar scope and size within the past five (5) years.
- iv. A minimum of six (6) references must be provided, as further specified in Attachment A Tab 12.

1.8 Questions and Inquiries

It shall be the responsibility of the Respondents to inquire about any portion of the RFP that is not fully understood or that is susceptible to more than one interpretation [prior to the question period closing](#).

- All questions concerning the RFP must be submitted **via email only**, to the City's Purchasing Agent Christopher J. Gagliastro, MCPPO, (GagliastroC@worcesterma.gov) and shall reference the page number, section heading, and paragraph, if applicable.
- Questions and answers will be issued in accordance with [Section 1.10 – Amendments and Addenda](#).
- Only questions and answers publicly published through Addenda shall be binding.

Respondents shall not contact other City staff with any questions or inquiries. Unauthorized contact with any personnel of the City may be cause for rejection of the Respondent's response. The decision to reject a Proposal is solely that of the City.

1.9 Non-Mandatory Pre-Proposal Vendor Teleconference

A non-mandatory Pre-Proposal Vendor Teleconference will be held on October 7, 2020 at 2pm Eastern Time.

Vendors that are interested in participating in the Pre-Proposal Vendor Teleconference shall contact the City in writing (GagliastroC@worcesterma.gov) to request the teleconference information.

The format of the Pre-Proposal Vendor Teleconference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, Vendors will be able to ask questions related to the RFP or the overall process. The City will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Teleconference, the City will post online the material questions asked and their respective answers in an addendum.

1.10 Amendments and Addenda

All clarifications, corrections or revisions to this RFP will be documented in an addendum, which will be publicly published to the City website. Only questions and answers in an addendum shall be considered as part of the RFP. The City reserves the right to revise the RFP prior to [the deadline for Proposal submissions](#). Revisions shall be documented in an addendum and publicly published.

The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the close of the question period.

1.11 Non-Warranty of RFP Information

Due care and diligence has been exercised in the preparation of this RFP and all information herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure to risk and verification of all information herein shall rest solely on those parties making Proposals. The City, its representatives, and its agents shall not be responsible for any error or omission in this RFP, nor shall they be responsible for the failure on the part of any Respondents or their representatives to verify the information herein and to determine the full extent of that exposure.

1.12 Changes and Interpretations

Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Division and are to be in duplicate. No changes will be considered or any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date.

Any inquiries related to technical or contractual matters must be submitted in writing to:

Christopher J. Gagliastro
Purchasing Director
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608
gagliastroc@worcesterma.gov

2 Project Scope

2.1 Functional Areas

The following table contains the list of functional areas of the desired future systems environment.

Table 03: Functional Areas

| No. | Functional Area |
|-----|---------------------------|
| 1 | Utility Billing |
| 2 | Cash Management |
| 3 | Web Portal |
| 4 | Miscellaneous Receivables |

The List of Functional and Technical Requirements/Capabilities contained in **Attachment B – Functional and Technical Requirements/Capabilities** contains the detailed functionality the City requires within each functional area in a future systems environment, as well as general and technical system requirements, and data conversion and interface scope.

The following table contains functional statistics of the City. These statistics are estimates and are provided for planning purposes only.

Table 04: Functional Area Statistics

| Utility Billing | |
|---|---|
| Number of Water Customer Accounts | 45,000 Active |
| Number of Meter Reading Cycles | Six (Quarterly, Monthly, Annual) Most residential meters are billed quarterly, approximately every three months. Most commercial meters are billed monthly. |
| Number of Meters in Service | 40,332 |
| Number of Wastewater Customer Accounts | 40,332 |
| Average Daily Receipts (Utility Billing Only) | 420 Transactions |

2.2 Alternate Proposals, Partnerships and Proposers of Subsets of Functionality

Alternate Proposals:

- Respondents may submit alternate Proposals under separate cover for evaluation, as further detailed in this subsection.
- Proposers may submit multiple Proposals for evaluation. For example, if a Proposer offers one or more “branded” products that may meet the needs of the City they are encouraged to separately propose each software package for consideration.

- Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal, under separate cover, for consideration through differing consulting firms.
- A separate Proposal package submitted in accordance with Section 4 is required in order for the City to accurately evaluate each Proposal independent of the other.

Partnerships:

Respondents are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

- Respondents engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- Partnership relationships shall be clearly defined by proposal responses. Such definition shall, as applicable, identify the entity in the partnership relationship deemed to be the Prime Vendor or shall otherwise describe the relationship and interdependencies between vendors.
- Each Vendor engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Vendor shall provide references, and each Vendor shall respond to the Company Background and History questions.
- The City is not required to (a) enter into any agreement (including any license) or (b) directly purchase third party software, equipment, products, services or any kind or nature unless expressly specified in the proposal response submitted by a Vendor.

Proposers of Subsets of Functionality:

As part of this process the City will **not** be allowing Respondents to submit point solutions (best of breed).

2.3 City and Project Staffing

The City intends to have functional and technical resources available during Project implementation, though it is noted that the City does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. This applies to both functional resources as well as technical resources internal to the City.

Staffing considerations are a consideration for the City in terms of both the implementation process as well as supporting the software once in an operations mode. Vendors are encouraged to submit questions to the City to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of the City staff (project team) during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Respondent(s).

Respondents shall clearly indicate in the proposal responses the estimated level of City resource involvement in the implementation process, in order to allow the City to perform adequate planning. The City will utilize the response to Respondents' Resource Hour Estimates in Tab 3 – Project Approach and Implementation Methodology, of Proposals as an input into the staffing plan the City develops, and requests that Respondents clearly articulate estimated staffing considerations in their responses.

2.4 Deployment Model

The City is considering cloud-based (Software as a Service or SaaS) deployment models and vendor hosted/managed deployment models (hosted and managed by the Proposer, perpetual licenses) only through this opportunity, and will not be considering on-premise (locally hosted at the City, perpetual licenses) deployments .

The City does not have a preference as to a specific hosting location, **but does have a minimum requirement that the hosting being within the contiguous United States.** Vendors are requested to specify the hosting location in proposal responses, specifically as part of Tab 9 to proposal responses (please see Attachment A for further instruction).

2.5 Number of Users

The following user counts by module contained in the table below are estimates and are provided for planning purposes only. The number of users represents the **anticipated future number of users of a new system.**

- **Departmental (Core/Power) Users:** This category of users includes those City staff that will interact with the system modules on a regular basis, and conduct core business processes within the system as power users. Such examples include, but are not limited to: Customer Service Representatives, Billing Supervisor, etc.

Table 05: Number of Users

| Functional Area | Departmental (Core/Power) Users |
|------------------------------------|---------------------------------|
| Utility Billing | 10 |
| Mobile Users (e.g. service orders) | 8-10 |
| Cash Management | 100 |
| Miscellaneous Receivables | 12 |

2.6 Potential Phasing and Target Live Dates

The City requests that offerors provide potential phase start and target go-live dates in proposal responses per **Attachment A – Proposal Response Forms**, Tab 5. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are subject to negotiation.

2.7 Current Applications Environment

The City and WPS Department’s primary financial management system is Hera. The City implemented Hera in 1995, and shortly after purchased the source code. Since then, the Technical Services Department has maintained and made modifications to the system. The Hera system is used to provide the following functions:

Table 06: Current System Functions

| Current System Functions | | | |
|--------------------------|---------------------|---|---------------------------|
| 1 | Accounts Payable | 7 | General Ledger |
| 2 | Accounts Receivable | 8 | Miscellaneous Receivables |

| | | | |
|---|-----------------|----|--|
| 3 | Benefits | 9 | Purchasing |
| 4 | Budget | 10 | Receipt Manager |
| 5 | Census/Voter | 11 | Taxes – Real Estate, Personal, Property, Motor Vehicle |
| 6 | Human Resources | 12 | Utility Billing |

The scope of functionality considered for replacement for this RFP is further detailed in Attachment B to this RFP, and does not include all the functions listed in Table 06 above.

Other Major Applications

The City also uses a wide variety of applications to provide capability and functionality in many areas. Many of these applications are listed in Table 07, and are provided to demonstrate the complexity of the current environment. Identification of any potential future system interfaces is provided in Attachment B to this RFP.

Table 07: Additional Software Applications

| No. | Application | Use/Summary |
|-----|--------------------------------|---|
| 1. | Adobe Acrobat Pro | PDF viewing and editing application |
| 2. | AESOP | WPS database to support attendance tracking |
| 3. | Clever | Curriculum support system |
| 4. | CSRS | Customer Service Request System – 311 |
| 5. | DESE | Massachusetts DESE for License verification |
| 6. | DevExpress Reports | Reporting tool |
| 7. | Docstar | Document imaging system used by the WPS |
| 8. | E.D. System | Databased used by the School department to manage personnel files |
| 9. | ESRI ArcGIS | Worcester GIS – Property info/address verification/MAR |
| 10. | Laserfiche | Document management system |
| 11. | Lucity | Asset management system |
| 12. | MS Access | Database functionality |
| 13. | MS Word | Word processing functionality |
| 14. | Neptune Technology Group | Water meter software |
| 15. | NeoGov | HR management software used by public safety staff |
| 16. | Pension Technology Group (PTG) | City retirement system |
| 17. | Perfect Address SDK | Used by some Visual Studio apps to identify the postal barcode for an address |
| 18. | Sage | Student information system |
| 19. | SeemLessDocs | Web form creation |
| 20. | Power School Spring | Recruitment platform used by WPS |

| No. | Application | Use/Summary |
|-----|---------------|--|
| 21. | TeachPoint | WPS learning and performance management system |
| 22. | TimeClockPlus | Time and attendance software used by WPS |
| 23. | Unibank | Daily online payments in a Lockbox file |
| 24. | ViewPermit | Permitting software |
| 25. | ViewPoint | Permitting software |
| 26. | VISION | CAMA software used by the Assessing Department |

2.8 Planned and In-Progress Technology Initiatives/Projects

The City currently has several in-progress or planned technology or other City-wide projects that may potentially impact system and technical standards, or resource availability during the implementation of a new Utility Billing system.

- Enterprise Resource Planning Billing and Tax Billing System Replacement. The City will be soliciting proposals, through separate RFPs, for the selection of a replacement Enterprise Resource Planning Software System and Tax Billing Software System, and has involved multiple City stakeholders in the review process. Each of these solicitations will be evaluated independently, and subject to award, independent of the other. The City does have an expectation that each of these systems will be able to interface with one another, once the systems have been identified.
- Public Safety Records Management System (RMS) Replacement project: The City has a RMS software project on the horizon. The current system's end of life is December 2021. The replacement system has not yet been identified.
- City Strategic Plan: The City is in the process of beginning implementation of a Strategic Plan in FY21.
- TimeClockPlus: The WPS is considering expansion of the TimeClockPlus software to additional WPS departments.
- Electronic Signature: The City is in the process of selecting an electronic signature solution.
- Data Warehouse: The City is in the process of selecting a data warehouse solution.
- Customer Relationship Management: The City is in the process of selecting a customer relationship management solution.
- Agenda Management: The City is in the process of implementing the iCompass agenda management application.
- Master Address Repository & GIS: The City of Worcester is building an accurate list of all street names and addresses within the city jurisdiction in a Master Address Repository (MAR). The MAR is a Federal Geographic Data Committee (FGDC) standards compliant database that is updated using spatially enabled maintenance tools, and is the single source used across the City organization for street name and address validation. The MAR is one of several geospatial databases maintained and managed within the Worcester Geographic Information System (GIS). The current GIS environment consists of ESRI ArcGIS Desktop and Server software installed in a Windows Server 2012, SQL Server 2014, and Citrix 7.15 LTSR environment. All new software solutions shall use the MAR for street name and address validation and store the

MAR unique ID as a pointer to the MAR for future required address or street name updates. Integration with the MAR can be accomplished by either using address points stored in GIS or by using provided standard MAR Web Services.

2.9 Project Management Documentation

The following information establishes the expectation of the minimum level of project management documentation to be provided by Respondents as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the selected Contractor(s) shall develop and provide the City with the following items:

- Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:
 - Objectives
 - Deliverables and Milestones
 - Project Schedule
 - Resource Management Processes
 - Scope Management Processes
 - Schedule Management Processes
 - Risk Management Processes
 - Quality Management Approach
 - Communication Management Approach
 - Organizational Change Management Approach
 - Status Reporting
- Data Conversion Plan
- Training Plan
- System Interface Plan
- Testing and Quality Assurance Plan
- Pre- and Post-Implementation Support Plan
- System Documentation
- Risk Register

Additional documentation about each Plan may be found in Section VIII of Tab 3, in **Attachment A – Proposal Response Forms** of this RFP.

2.10 Budget

The City is committed to fully funding the one-time and recurring annual costs for the software and services. Budget planning for this initiative is ongoing, and a specific amount for the software and implementation services portion has not yet been determined however the City is sensitive to both one-time and recurring costs and is looking for vendors to provide the most advantageous pricing.

The City is sensitive to the total costs. The award of this RFP will be made to the most advantageous proposal taking into consideration both technical and price proposals.

3 Proposal Evaluation and Award

3.1 Evaluation Process

The following subsection outlines the intended proposal evaluation process the City has identified. The City reserves the right to deviate from this process at its own discretion, and to (i) negotiate any and all elements of the RFP, (ii) amend, modify, or withdraw the RFP, (iii) revise any requirements under the RFP, (iv) require supplemental statements of information from any Respondent, (v) extend the deadline for submission of Proposals, (vi) cancel, in whole or part, this RFP if the City deems it is in its best interest to do so, (vii) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP. The City may exercise the foregoing rights at any time without notice and without liability to any Respondent, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.

The City intends to review initial written proposals “cost-blind”, and as such, no reference to pricing may be made in the technical proposal.

- a. **Vendor Proposal Review:** The City Evaluation Committee will initially review and evaluate each Proposal received to determine the Proposer’s ability to meet the requirements of the City. The evaluation criteria described in [Section 3.3](#) will be the basis for evaluation. The Evaluation Committee will determine the Respondents best suited to meet the needs of the City based on the evaluation criteria. These Vendors will be ranked as Highly Advantageous, Advantageous, and Not Advantageous or Unacceptable.
- b. **Vendor Demonstrations:** The City, at its sole discretion, reserves the right to have system demonstrations with those Respondents so notified, or any other Respondent. Demonstrations may be conducted at City offices, subject to then-current public health guidance. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations. A Pre-Demonstration Vendor Teleconference will take place for those Vendors that will participate in the Vendor Demonstration process, and Respondents will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Vendors that participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented without permission from the City if they fall outside the scope of requested functionality or that functionality which has been proposed by the Respondents. The proposed version of the software must be shown, and must not include any software that is under development or in beta testing. Evaluation Committee members will view the demonstrations, and additional City staff may also be in attendance to observe and provide informal feedback.
- c. **Reference Checks:** The City may employ a process of contacting references provided through Respondents’ proposals. This process may include teleconference meetings, web conferences, and in-person meetings with references. The City reserves the right to conduct reference checks at any point in the evaluation process.

3.2 Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any Respondent that submits a Proposal, including requesting additional information. The City reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the City Evaluation Committee, which will best serve the City business and operational requirements, considering the evaluation criteria set forth below. Respondents shall be available for a system demonstration to City staff on dates specified in [Table 02](#) or as otherwise requested by the City if selected for system demonstrations. Failure of a Respondent to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. The initial evaluation may be adjusted because of a clarification under this section. The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Respondents.

3.3 Comparative Evaluation Criteria

As described in the preceding Evaluation process sub-section, the City intends to follow a progressive approach to evaluation based on key evaluation activities (e.g. evaluation is conducted in a progressive manner, following various steps in the process). The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria.

Each proposal shall be evaluated and rated according to the Comparative Evaluation Criteria in order to determine the relative merits of each proposal. The review will cover the objectives listed below. Within each category, the degree to which the proposal satisfies the stated objective shall be reviewed and rated on a system of “Highly Advantageous,” “Advantageous,” “Not Advantageous,” and “Unacceptable”

Comparative criteria will be evaluated by the use of four rating categories as set forth by M.G.L. Chapter 30B:

- 1) HIGHLY ADVANTAGEOUS - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) ADVANTAGEOUS - Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) NOT ADVANTAGEOUS - Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) UNACCEPTABLE - Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the cost proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and cost proposals received.

Vendor proposals shall be evaluated in accordance with the following criteria, subject to variation at the sole discretion of the City:

3.3.1 COMPARATIVE EVALUATION CRITERIA

The City intends to utilize the criteria presented in Table 08 following the Evaluation Team's review of Proposals.

Table 08: Comparative Evaluation Criteria

| Comparable Criteria | Highly Advantageous | Advantageous | Not Advantageous |
|--|--|---|--|
| Functionality | The proposed software, through the written proposal, reflects a system that provides a full range of functionality that meets or exceeds the City's needs. The proposer addressed all the provided questions in detail with credible answers. The proposed software is capable of addressing nearly all City Critical and/or Desired requirements. | The proposed software, through the written proposal, reflects a system that provides a range of functionality that meets most or all of the City's needs. The proposer addressed all the provided questions, with some in detail with credible answers and some lacking sufficient detail. The proposed software is capable of addressing nearly all City Critical requirements, and some Desired requirements. | The proposed software, through the written proposal, reflects a system that provides some or all of the functionality that meets the City's basic needs. The proposer addressed all the provided questions, with a majority of the responses lacking sufficient detail. The proposed software is capable of addressing many of the City's Critical and Desired requirements. |
| Technical Specifications | The proposed solution demonstrates superior alignment to the City's preferred technical specifications, including: security, integration among proposed modules and functional areas, hosting capabilities, and ability to provide integration to legacy City systems and tools to support integration with other systems. | The proposed solution demonstrates adequate alignment with minimal shortcomings, to the City's preferred technical specifications, including: security, integration among proposed modules and functional areas, hosting capabilities, and ability to provide integration to legacy City systems and tools to support integration with other systems. | The proposed solution presents significant or numerous shortcomings in alignment to the City's preferred technical specifications, including: security, integration among proposed modules and functional areas, hosting capabilities, and ability to provide integration to legacy City systems and tools to support integration with other systems. |
| Implementation Approach/Methodology | Proposal provides a clear and well-thought approach to meeting the project scope of services, including the distribution of tasks among proposer and City team members, and the firm has a thorough understanding of the project. | Proposal provides an adequate approach to implementing a project of this scope and the firm has a basic understanding of the project. | Proposal provides an unclear approach to meeting the project scope of services and the firm has a limited understanding of the project. |
| Business Process Transformation | Proposer provides a superior approach to guiding the City through business process transformation through in-depth analysis, guiding | Proposer provides an adequate approach to guiding the City through business process transformation through conducting analysis, guiding decision making-processes, | Proposer provides an unclear or inadequate approach to guiding the City through business process transformation. |

| | | | |
|---|--|--|---|
| | decision making-processes, and advising on configuration decisions. | and advising on configuration decisions. | |
| Ongoing Support and Maintenance Services | Proposer demonstrates through the proposal that it provides superior services in the area of ongoing support and maintenance of the software solution, including helpdesk availability, documentation, service level availability and RTO/RPO, and availability of peer-customer networks/organizations. Support services are offered afterhours to assist with emergency needs. | Proposer demonstrates through the proposal that it provides adequate services in the area of ongoing support and maintenance of the software solution, including helpdesk availability, documentation, service level availability and RTO/RPO, and availability of peer-customer networks/organizations. Support services are offered afterhours to assist with emergency needs. | Proposer demonstrates through the proposal that it provides inadequate services in the area of ongoing support and maintenance of the software solution including helpdesk availability, documentation, service level availability and RTO/RPO, and availability of peer-customer networks/organizations. Support services are unavailable outside normal business hours. |
| Experience with Governmental Clients | Proposer has ten (10) or more years' experience providing the proposed system(s) to municipal (city, town, county, special-use districts, etc.) governmental organizations. | Proposer has between five (5) and ten (10) years' experience providing the proposed system(s) to municipal (city, town, county, special-use districts, etc.) governmental organizations. | Proposer has between one (1) and five (5) years' experience providing the proposed system(s) to municipal (city, town, county, special-use districts, etc.) governmental organizations. |
| Company Background/Experience | The Proposer possesses superior qualifications and experience in delivering comparable services to similarly situated local government clients, including five (5) or more water and stormwater departments with 40,000+ customer accounts. | The Proposer possesses adequate qualifications and experience in delivering comparable services to similarly situated local government clients including three (3) or more water and stormwater departments with 40,000+ customer accounts. | The Proposer possesses limited qualifications and/or experience in delivering comparable services to similarly situated local government clients including fewer than three (3) water and stormwater departments with 40,000+ customer accounts. |
| Proposed Staff Experience | The proposed Proposer project team resources and structure possess superior qualifications and experience in delivering comparable, and recent, services on similar projects for comparable local governments. The team includes named staff | The proposed Proposer project team resources and structure possess adequate qualifications and experience in delivering comparable, and recent, services on similar projects. The team includes named members with backgrounds in implementing these types of solutions. The | The proposed Proposer project team includes some resources that possess inadequate or minimal qualifications and experience in delivering comparable, and recent, services on similar projects. The team does not include members with |

| | | | |
|--|--|---|--|
| | members with extensive backgrounds in implementing this type of software. The project manager has completed at least three (3) previous implementations of comparable scope in a project manager role. | project manager has completed between one (1) and three (3) previous implementations of comparable scope in a project manager role. | experience implementing these types of solutions or a project team is not named. The project manager has not completed previous implementations of comparable scope in a project manager role. |
|--|--|---|--|

3.3.2 Finalists Identification: The City intends to utilize the criteria presented in Table 09 following the demonstrations by vendors.

Table 09: Demonstration Evaluation Criteria

| Comparable Criteria | Highly Advantageous | Advantageous | Not Advantageous |
|-----------------------------------|--|--|---|
| Functionality Demonstrated | Presentation is well-organized and provides a clear, concise presentation of the software functionality. The features and functions of the software are shown to be intuitive and address the majority of the City's requirements. The presentation and software demonstrates strong insight into the City's requirements, as described in the RFP. Functional/Implementation staff are included in the demonstration, and all questions posed by the City were specifically addressed | Presentation is organized. Presentation demonstrates understanding of the City's requirements, as described in the RFP, and the software is shown to be easy to use and meets many of the City's requirements. Functional/Implementation staff are included in the demonstration, and most questions posed by the City were specifically addressed | Presentation is not organized and/or provide an unclear presentation. Presentation demonstrates little understanding into the City's requirements, as described in the RFP, and limited ability to meet City's functional needs. |
| Technical Capabilities | Presentation is well-organized and provides a clear, concise presentation. The presentation demonstrates strong insight into the City's requirements, as described in the RFP. Technical staff are included in the demonstration, and all questions posed by the City were specifically addressed | Presentation is organized. Presentation demonstrates understanding of the City's requirements, as described in the RFP. | Presentation is not organized and/or provides an unclear presentation. Presentation demonstrates little understanding into the City's requirements, as described in the RFP, and limited ability to meet City's technical needs. |
| Approach Discussion | Presentation is well-organized and provides a clear, concise presentation. The presentation demonstrates strong insight into the City's requirements, as described in the RFP. Timelines and professional services approach discussed is optimal and aligns with City requirements. | Presentation is organized. Presentation demonstrates understanding of the City's requirements, as described in the RFP. Timelines and professional services approach discussed is acceptable and aligns with City requirements. | Presentation is not organized and/or provides an unclear presentation. Presentation demonstrates little understanding into the City's requirements, as described in the RFP. Timelines and professional services approach discussed is suboptimal and |

| | | | |
|------------------------------|--|--|--|
| | | | does not align with City requirements. |
| Experience Discussion | Presentation is well-organized, and demonstrates superior qualifications in providing comparable implementations to similarly situated Cities, and demonstrates a superior understanding of the City's requirements. | Presentation is organized. Presentation demonstrates understanding of the City's requirements, as described in the RFP, and strong past performance with comparable implementations. | Presentation is not organized and/or demonstrates past experience however not with similarly scoped implementations. |

3.3.3 Vendor Evaluative Criteria: The City intends to utilize the criteria presented in Table 10 following the completion of reference checks and any site visit.

Table 10: Preferred Vendor Identification Criteria

| Comparable Criteria | Highly Advantageous | Advantageous | Not Advantageous |
|---|--|---|--|
| Reference Feedback | The references provided through the proposal, and the feedback received from references, were favorable in nature and relevant to the proposed scope of work. | The references provided through the proposal, and the feedback received from references, were favorable in nature or adequately relevant to the proposed scope of work. | The references provided through the proposal, and the feedback received from references, were not favorable in nature and were not relevant to the proposed scope of work. |
| Comparable References | The references provided through the proposal demonstrate extensive and recent successful performance in six (6) or more projects comparable in size, scope, and entity-type. | The references provided through the proposal demonstrate adequate and recent successful performance in between three (3) and six (6) projects comparable in size, scope, and entity-type. | The references provided through the proposal either do not demonstrate extensive and recent successful performance in three (3) or more projects or those references are not comparable in size, scope, and entity-type. |
| Comparable References – Entity Scope of Software | The references provided and the feedback received from references are substantially comparable in terms of the scope of software modules used, utility service types, and/or version used. | The references provided and the feedback received from references are adequately comparable in terms of the scope of software modules used, utility service types, and/or version used. | The references provided and the feedback received from references are adequately comparable in terms of the scope of software modules used, utility service types, and/or version used. |

3.4 No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of the City. This RFP does not constitute an offer or a contract with any Respondent or other party. The City reserves the right to reject any or all Proposals, in whole or in part, and to waive any informality in proposals received, deemed to be in the best interest of the City or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended Vendors will be rejected. The City may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. The City further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, the City reserves the right to make one or more awards to competing Respondents for subsets of functionality as a result of this RFP. The City also reserves the right to refrain from making an award if it determines it to be in its best interest. The City reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals.

3.5 Offer Held Firm

Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 180 calendar days following the date established for receiving bids/proposals. At the end of the 180 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

3.6 Contract Negotiation

If any Respondent fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Respondent of the next highest-ranked Proposal or terminate negotiations with any or all Respondents.

If contract negotiations are commenced, they may be held at City office locations or via teleconference. If contract negotiations are held, the Respondent will be responsible for all of Respondent's costs including, without limitation, its travel and per diem expenses and its legal fees and costs.

3.7 Contract Type

The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected

3.8 Contract Approval

The City's obligation will commence only following the City Manager's approval of a Contract and the parties' execution of the Contract. Upon written notice to the Contractor, the City may set a different starting date for the Contract. The City will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the City.

3.9 Failure to Negotiate

If the selected Respondent:

1. Fails to provide the information required to begin negotiations in a timely manner
2. Fails to negotiate in good faith
3. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project
4. If the Respondent and the City, after a good-faith effort, cannot come to terms; then

The City may terminate negotiations with the Respondent initially selected and commence negotiations with the next highest-ranked Respondent. At any point in the negotiation process, the City may, at its sole discretion, terminate negotiations with any or all Respondents.

4 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by Respondents submitting Proposals. Offers that do not comply with all instructions contained herein may be disqualified:

1. **Deadline:** The deadline for Proposal submissions is established in [Section 1.5](#). It will be the sole responsibility of the Respondent to submit its Proposal to the City before the closing deadline. Late Proposals will not be allowed.
2. **Hard Copy Proposals:** Respondents shall submit one (1) version of the Technical Proposal and one (1) version of the Price Proposal in separate three-ring binders with tab separators or otherwise under separate cover, clearly marked "Original.", as well as four (4) copies of the proposal under similar format. Technical Proposals shall not include extraneous marketing materials.
3. **Email Proposals:** No emails will be accepted for proposal submission.
4. **Electronic Media Proposal File Formats and Naming:** Respondents shall submit along with the hard copy proposals, one (1) electronic version of the Technical Proposal and one (1) electronic version of the Price Proposal on separate removable devices (e.g., thumb drive). The following table provides the required file formats and naming conventions for the electronic media files.

Table 12: Proposal Naming and File Formats

| Proposal Section | Recommended File Naming Convention | Required File Format |
|--|--|--|
| Technical Proposal (Inclusive of Attachments A & B, and any Exhibits/Attachments) | "(Proposer Name)" Technical Proposal | All files combined into one (1) searchable Adobe PDF |
| Attachment B – Functional and Technical Requirements | "(Proposer Name) Proposal Response to Attachment B" | To be submitted in Microsoft Excel format, in addition to above PDF format |
| Price Proposal (Inclusive of Attachments C1 and C2, Respondent's Standard Travel and Expense Policy, and any Appendices) | "(Proposer Name)" Price Proposal | All files combined into one (1) searchable Adobe PDF |
| Attachment C1 – Cost Worksheets | "(Proposer Name) Proposal Response to Attachment C1" | To be submitted in Microsoft Excel format, in addition to above PDF format |
| Supplements: Please note, the City requests that any supporting exhibits/supplements be included within a consolidated PDF response for the Technical Proposal. | | |

5. **Amendment of Proposals:** Respondents may amend Proposals prior to the deadline set for receipt of Proposals. In the event an Addenda is issued and a Respondent has previously submitted a Proposal in response to this RFP, the Respondent shall notify the City via email of the need to submit an amendment, and clearly outline the reasons in writing. No amendments will be accepted after the deadline unless they are in response to a request of the City.

6. **Delivery/Mailing Instructions:** Sealed Proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number. The mailing address for Proposals is contained in the following table.

Table 13: Proposal Mailing Addresses

| Mailing Address |
|---|
| Christopher J. Gagliastro Purchasing Director City of Worcester, City Hall 455 Main Street, Room 201 Worcester, MA 01608 |

4.2 Technical Proposal Organization Guidelines

Respondents are instructed to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tab sections as a part of their response to the Technical Proposal. **The City expects that Respondents will include additional proposal content beyond simply completing the forms and worksheets provided through this RFP.**

The following table contains the organization guidelines for Proposal responses.

Table 14: Technical Proposal Organization Guidelines

| Proposal Tab No. | Technical Proposal Section |
|------------------|---|
| Tab 1 | Company Introduction and Relevant Experience |
| Tab 2 | Software Solution |
| Tab 3 | Project Approach and Implementation Methodology |
| Tab 4 | Key Proposed Personnel and Team Organization |
| Tab 5 | Project Schedule |
| Tab 6 | System and Application Architecture |
| Tab 7 | Data Conversion Plan |
| Tab 8 | Security and Software Hosting |
| Tab 9 | Testing and Quality Assurance Plan |
| Tab 10 | Training Plan |
| Tab 11 | Ownership of Deliverables |
| Tab 12 | References |
| Tab 13 | Sample Contracts, Warranty, and Escrow |
| Tab 14 | Exceptions to Project Scope and Contract Terms |
| Tab 15 | Functional and Technical Requirements Response |

4.3 Content for Tabs 1 – 15

Attachment A – Proposal Response Forms is a Word document that provides detailed instructions and requirements for the Proposer as it relates to the documents to be submitted as their RFP response and Services required for the Project.

Proposers are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in **Attachment A – Proposal Response Forms**, Proposers are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Tab section.

Attachment B – Functional and Technical Requirements/Capabilities is an Excel document that provides detailed requirements and capabilities related to software features and functions, as well as potential interfaces and data conversion requirements.

a) Tabs 1 – 14

These tabs are to include the Proposers response as detailed in **Attachment A – Proposal Response Forms**, including any supplemental attachments or documents identified in **Attachment A – Proposal Response Forms**. Proposers are directed to **Attachment A – Proposal Response Forms**, which includes forms, tables, and questions that are to be completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1 – 14).

b) Tab 15

This tab is to include Proposer’s response as detailed in Attachment B – Functional and Technical Requirements/Capabilities, which is an Excel document to be filled out by the Proposer. Proposers are required to use the following legend for completing Attachment B – Functional and Technical Requirements/Capabilities.

When providing responses to the requirements in Attachment B – Functional and Technical Requirements/Capabilities, Proposer shall use the response indicators contained in the following table.

Proposers are instructed to enter only one response indicator in response to each requirement. Responses to an individual requirement that contain more than one indicator (e.g., C/T) or responses that are left blank will be treated as a response of “N” feature/function not provided.

If a Proposer is not proposing on certain functionality, a response of “No Bid” shall be provided for all applicable areas. A response of “No Bid” should not be used as a replacement for an “N” response.

Table 15: Requirements Response Indicators

| Indicator | Definition | Instruction |
|-----------|--|---|
| S | Standard: Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from Vendors in accordance with agreed-upon configuration planning with the City. | Respondents are encouraged, but not required, to provide additional information in the Comments column to further demonstrate the system’s ability to meet the requirement. |
| F | Future: Feature/Function will be available in a future software release available to the City by July 1, 2021, | If a response indicator of “F” is provided for a requirement that will be met in a future software release, the Respondent shall indicate the |

| Indicator | Definition | Instruction |
|-----------|---|---|
| | at which point it will be implemented in accordance with agreed-upon configuration planning with the City. | planned release version, as well as the time the release will be generally available. |
| C | Customization: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications . All related customization costs should be indicated in Attachment C – Cost Worksheet. | If a response indicator of “C” is provided for a requirement that will be met through a custom modification, the Respondent shall indicate the cost of such a modification. |
| T | Third Party: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system . This system should be specified. | If a response indicator of “T” is provided for a requirement that will be met by integration with a third-party system, the Respondent shall identify this third-party system and include a cost proposal to secure this system. If the third-party system is a part of the proposal, the third-party shall respond to the appropriate requirements with a clear notation that the responses are provided by the third-party. |
| N | No: Feature/Function cannot be provided. | N/A |

c) Proposal Supplements

Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal as identified in Table 13.

4.4 Price Proposal

The Respondent’s Price Proposal shall consist of two sections, as further described below:

1. The completed Cost Worksheets as contained in **Attachment C1 – Cost Worksheets**. Respondents shall not modify the worksheets in any way.
2. A narrative description of the proposed costs in response to **Attachment C2 – Cost Narrative**, including any requested exhibits.

5 Terms and Conditions

CONTRACTUAL REQUIREMENTS & TERMS AND CONDITIONS

The following terms and conditions apply to this RFP solicitation process, and will be incorporated into the resulting contract as applicable.

5.1 Records and Audits

The Consultant shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Agreement, including the date, time and nature of services rendered. These records shall be maintained for a period of six (6) years from the date of the final payment under this Agreement and shall be subject to inspection by City. The City shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of City to recover excessive and/or illegal payments.

5.2 Incurred Expenses

There is no express or implied obligation for the City to reimburse Respondents for any costs or expenses incurred in preparing Proposals in response to this RFP, and the City will not reimburse Respondents for these costs or expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these Services. The City is not responsible for any cost(s) incurred by a Respondent in preparing and/or submitting a Proposal in response to this RFP. The City will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Respondent's products and Services.

5.3 Authorized Signatures

The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.

5.4 Waiver of Claims

Each Offeror by submission of a response to this RFP waives any claims it has or may have against the City, and their respective employees, officers, members, directors and partners; The City's Representative and its employees, officers, members, directors and partners; and the City, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Respondents. Submission of proposal indicates Respondent's acceptance of the evaluation technique. Without limiting the generality of the foregoing, each Respondent acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

5.5 Standard of Performance

The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the financial information software industry. The initial contract price will

be based on prices submitted by the Selected Respondent, subject to contract negotiations with the City, and shall remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. A party proposing a price change in an extension period must notify the other party at least one-hundred eighty (180) days prior to the commencement of any extension period.

5.6 Contract Changes (Amendments)

Written requests for price changes resulting from a change of scope, as initiated or requested by the City, must be submitted in writing to the City via amendment. Any increase will be based on the Contractor's actual cost increase only, as shown in written documentation. All amendments requests must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost.

If a price increase is approved, the City will issue an amendment or change order to the contract specifying the date the increase will be effective. All Services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed.

No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties.

5.7 Performance Review

The Respondent may be required to meet with the City's Project Manager not less than once per quarter to conduct a performance review of the Respondent, outside of regularly scheduled (e.g. weekly) project status meetings. These meetings will be either in person at City offices, or via teleconference or web-conference with not less than two in-person meetings per year. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

5.8 Policy Compliance

The Respondent shall, as a condition of being considered for award of the contract, require each of its agents, officers, and employees to abide by the City's policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on City property at all times while performing duties pursuant to the contract. The Respondent agrees and understands that a violation of any of these policies or rules will constitute a breach of the contract and will be sufficient grounds for immediate termination of the contract by the City.

5.9 Patents and Copyrights

The successful vendor agrees to indemnify and hold harmless the City from claims involving infringements of patents and/or copyrights.

5.10 Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.11 City Property

The use of any and all City property by Contractor or its agents must be approved in advance by the City.

5.12 Rights of Use

The Contractor agrees that the City will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this contract.

5.13 Ownership of Data

Any and all City data stored on the Contractor's servers or within the Contractor's custody, is the sole property of the City. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City.

5.14 Personnel

All of Contractor's personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, the City shall notify Contractor and provide the opportunity to rectify the deficiency. If any individual is unable to cure the nonconforming services, Contractor shall remove such individuals from the project and replace the Contractor's personnel with an individual possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

5.15 Software Upgrades

The City shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. Such upgrades shall be provided at no cost to the City so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.

5.16 Data Privacy and Security

Contractor shall comply with all relevant federal, state, and local laws and regulations on security and privacy. Contractor shall have and follow a disaster recovery plan. Contractor shall only store and process City data within the continental United States. If applicable to the Contract, the Contractor shall back up all City data daily to an offsite hardened facility.

5.17 Entire Agreement

A resulting contract executed under this Proposal shall include this RFP and the Proposer's response thereto and that contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter set forth herein and that contract supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties which will not be embodied in that contract. Where a conflict may exist between the scope of services identified in the resulting Scope of Work, and the written proposal, the higher standard of services shall prevail.

5.18 Termination

The City may terminate a resulting contract under the following conditions:

- 1) Termination for Cause: The City may terminate a contract because a contractor fails to perform its contractual duties. If a contractor is determined to be in default, the City shall notify the contractor in writing and may either 1) terminate the contract immediately or 2) set a date by which the contractor shall cure the identified deficiencies. The City may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- 2) Availability of Funds: In the event that, during the terms of this Contract, funds are not appropriated for the payment of the City's obligations hereunder, the City's rights and obligations herein shall terminate on the last day for which an appropriation has been made.
- 3) Termination for Convenience: The City may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. Payment for services or goods received prior to termination shall be made by the City provided those goods or services were provided in a manner acceptable to the City. Payment for those goods and services shall not be unreasonably withheld.
- 4) Force Majeure: In the event the a Force Majeure event delays the delivery of services or the ability for the City to perform for a period of thirty (30) or more days, the City shall have the right to terminate the contract as a result of force majeure upon written notice to the vendor.

5.19 Data Return Upon Termination

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected Respondent shall:

- a. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
- b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition; and
- c. Make available to the City, at no cost, all City data stored within the system, stored on the Contractor's servers, or within the Contractor's custody, within fifteen (15) days of termination or City request.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the City shall:

- d. Retain ownership of all data, work products, and documentation, created pursuant to the resulting Agreement.

5.20 Limitations

The City will not be required to limit Contractor's liability or waive any protections provided to the City by federal, state or local law, regulation or ordinance, including the Massachusetts Tort Claims Act, G.L. c.258.

5.21 Public Records

No provision in this Contract, including but not limited to any software license agreement or any maintenance agreement, whether or not separately executed, shall purport to limit, condition or preclude the City, or any department or employee thereof, from timely responding to the Massachusetts Public Records law. Without limiting the foregoing, the City shall not be required to delay or to notify the contractor of any public record request, and shall not be liable to the contractor for its response to such a request.

5.22 Indemnity

The City will not provide any indemnity or defense or hold harmless to the contractor.

5.23 Massachusetts Law

Massachusetts law will govern the contract and choice of venue.

5.24 City Insurance

The City will not be required to provide insurance.

5.25 City Data

Any and all City data stored on the Contractor's servers or within the Contractor's custody, is the sole property of the City. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City.