



City of Norwich

Department of Finance – Purchasing Agent
100 Broadway, Room No. 105
Norwich, CT 06360

Phone: (860)823-3706
Fax: (860)823-3812
E-mail: whathaway@cityofnorwich.org

REQUEST FOR PROPOSALS

RFP No.: 20-20

Opening Date and Time: March 13, 2020 at 2:00 pm EST

Title: Permit and Inspection Software

Special Instructions: None.

The following information must appear in the lower left hand corner of the envelope:

Sealed Proposal No.: 20-20
Not to be opened until March 13, 2020 at 2:00 pm EST

Return Proposals to:

William R. Hathaway, Purchasing Agent
City of Norwich
100 Broadway, Room 105
Norwich, CT 06360-4431



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PLEASE RETURN THIS FORM IMMEDIATELY!

Acknowledgement: Receipt of RFP Documents

RFP No.: 20-20

Title: Permit and Inspection Software

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help the City of Norwich to maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued.

Date Issued: February 20, 2020

Date Documents Received: _____ / _____ / _____

Do you plan to submit a response? _____ Yes _____ No

Print or type the following information:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)823-3812

E-mail: whathaway@cityofnorwich.org

Fax or e-mail this sheet only. A cover sheet is not required.

DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS RFP

Purpose

The City of Norwich (“City”) and Uncas Health District (“UHD”) are soliciting proposals from qualified firms to provide cloud-hosted, web-based Permit and Inspection Software for Planning & Neighborhood Services, Public Works, Public Utilities, and possibly other departments of the City and the UHD. It is intended that the term of the contract will run from the date a contract is executed through June 30, 2027, subject to a satisfactory annual review.

Background

City

The City serves an area of 27.1 square miles with a population of 40,000. The City's fiscal year begins on July 1 and ends on June 30. The City provides the following services to its citizens: Police, Fire Protection, Animal Control, Ambulance, Street Lights, Emergency Management, Road Repair, Snow Removal, Refuse Removal, Recycling, Human Services, Recreation, Education, Waste Treatment, Public Utilities and General Government Service.

The City (including education and utilities) has a total payroll of \$75 million covering 1,100 employees.

You can find more detailed background information in these documents available online.

- Adopted Budgets - <http://norwichct.org/Archive.aspx?AMID=41>
- Comprehensive Annual Financial Reports - <http://norwichct.org/Archive.aspx?AMID=38>

Uncas Health District

The UHD is an unincorporated, unaffiliated, non-profit agency operating under Connecticut General Statutes. UHD now serves as the local health department for 11 municipalities in Eastern Connecticut: Bozrah, Franklin, Griswold, Lebanon, Lisbon, Montville, Norwich, Preston, Salem, Sprague, and Voluntown. The agency’s mission is to promote and protect the public’s health in order to prevent illness, death and disability among its residents. This mission is achieved in three primary areas: environmental health, health education/prevention, and public health preparedness. You can find more background information on UHD’s website at: <https://uncashd.org/about-us/>.

Services Firms Used

- City Treasury management - PeoplesUnited Bank
- UHD Treasury management – Dime Bank
- City Credit Card Processing
 - People’s United Merchant Services, LLC (PUMS) – a joint venture of People’s United Bank, N.A. and Worldpay, LLC (fka Vantiv)
 - Municipay
- UHD Credit Card Processing- Intuit, Inc. Quickbooks

Current Application Environment

A list of the City and UHD’s software applications that are involved either directly or tangentially with permitting.

Preliminary Migration Plan Codes

Code	Migration Plan
Replacement (R):	The City is intending on replacing this application.
Consider (C):	The City is considering replacing this application with the program and facilities solution, based on the strength and scope of the finalist vendor offering and cost / benefit of the replacement module.
Interface (I):	The City is intending on keeping the application and interfacing / integrating it with the selected program and facilities solution.
Maintain (M):	The City is intending on keeping the application and not interfacing / integrating it with the program and facilities solution.

Applications Listing

Office(s)	Name of Software	Platform	Brief Description	Migration Plan
Uncas Health	Docuware	Server	Document Management System	Replacement
Uncas Health	Intuit Quickbooks		UHD's Financial management software (accounting, human resources, payroll, purchasing, accounts payable, accounts receivable, general billing)	Interface
City Clerk	New Vision Systems	SaaS	Land records and other City Clerk records management	Interface
Finance	MUNIS Version 11.3	SaaS	City's Financial management software (accounting, human resources, payroll, purchasing, accounts payable, accounts receivable, general billing)	Interface
Finance	CivicPlus	SaaS	Website content management system	Interface
Assessor	VisionAppraisal	SaaS	Computer assisted mass real estate appraisal	Interface
Human Resources	CivicHR	SaaS	Employment application tracking	Maintain
Parking Commission	Complus Data Innovations	SaaS	Parking ticket collection software	Maintain
Planning & Development	WagSys CivicGov	SaaS	Code enforcement management system	Replacement
Police	Tritech IMC	Server	Police records management, computer-aided dispatch	Interface
Public Utilities	ArcGIS by ESRI	Server	GIS Software	Interface
Public Utilities	Microsoft Dynamics GP/Cogsdale	Server	Financial management software (accounting, HR, payroll, purchasing, A/P)	Interface
Tax Office	Quality Data Service, Inc.	Server	Property tax assessment and collection	Interface

Activity Details

Here are details of the departments' permit and inspection activity. Unless otherwise stated, the activity occurs only in the City of Norwich.

Planning & Neighborhood Services

Reviews applications for site development, subdivision, special permit, zoning permit, zoning variance, building permit, and demolition permit. Performs inspections and issues certificates of occupancy and compliance. Issues citations for blight, condemnations, and zoning violations.

Uncas Health District

Reviews applications and issues permits for private wells, subsurface sewage systems, temporary/seasonal/annual food service, public swimming pools, hair and nail salons and site and subdivision plans. Performs inspections for the public health code including housing complaints and lead-based paint hazards and issues certificates of compliance. In addition, UHD follows up on communicable disease reports. Issues citations for health violations. *As mentioned above, the UHD performs these services in 11 municipalities, including Norwich.*

Public Works

Engineers review applications for road opening and rights of way in addition to some of the applications listed under Planning & Neighborhood Services.

Public Utilities

Reviews applications for demolitions, blasting, electric service taps, electric meter pulls, water connection and repair permits, sewer connection and repair permits, FOG (Fats/Oils/Grease) permits, fire flow requests/permits, and metered backflow permits. *NPU works primarily in the City of Norwich, but also has some customers in four other towns.*

Fire

Reviews applications for building and demolition permits. Performs fire inspections and issues abatement notices. Issues fire code violation letters.

Police

Reviews applications for pistol, raffle, vendor, bazaar, second-hand dealer, and jewelry dealer licenses and permits.

Scope of Services

The services detailed below are those services expected to be provided by the Firm pertaining to the provision and implementation of Permit and Inspection Software for the Mandatory Modules/ Features and, at the Firm's choice, the Optional Modules/ Features.

- Project management
- Implementation & training
- Data conversion, migration, merging
- Interface development, testing, and implementation
- Operational design assistance
- System documentation
- Hosting
- Ongoing support & maintenance

Mandatory Modules/ Features

- Licensing/ Registration
- Permitting
- Inspections
- Code enforcement
- Electronic workflow approval
- Online customer application and payment portal
- Scheduling/ calendar integration
- Automated reminders for both employees and customers
- Electronic document generation, routing, and management
- GIS integration/ geotagging
- Mobile version for field inspections
- Customer notification of approved permits, pass or failed inspections etc.
- Ability to designate properties in historic districts, flood plains, etc.

Optional Modules/ Features

Firms may submit proposals for other value-added modules, features and services not included above.

Proposed Selection Schedule

The following table is the estimated schedule for this project:

Description	Date & Time	Location
RFP Issued	February 20, 2020	http://www.norwichct.org/Bids.aspx
Requests for Information (RFI)	February 28, 2020 at 4:00 pm	City Hall Purchasing Agent Room 105
Responses to RFI Posted	March 4, 2020	http://www.norwichct.org/Bids.aspx
RFP Due Date/ Opening	March 13, 2020 at 2:00 pm EST	City Hall Room 319
Finalist Presentations	Tentatively scheduled March 26, 2020 9:00 am to Noon	City Hall Room 335
Award recommendation(s) submitted to City Manager pending availability of funding	Tentatively scheduled for March 30, 2020	

Requests for Information

All questions or requests for information or clarification must be submitted in writing to William R. Hathaway no later than 4:00 pm on February 28, 2020. No oral interpretation will be made to any proposer as to the meaning of the proposal specifications or any part thereof. Questions may be submitted by email to whathaway@cityofnorwich.org, by fax to (860)823-3812 or by U.S. Mail to 100 Broadway, Room 105, Norwich, CT 06360.

A summary of all questions and answers will be made available by addendum to this RFP.

Addenda

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms that receive this document. Such revisions or addenda will additionally be posted on the following websites:

<http://www.norwichct.org>
<http://das.ct.gov>

This document includes an acknowledgement page which must be faxed or e-mailed to the Purchasing Agent in order to ensure proper notification of changes to the published documents. The City does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of the proposal documents.

Instructions for Submission

Responses must be submitted in sealed envelopes and clearly marked with the RFP reference title, number, due date, and time. The Proposer's name and address must appear on the envelope.

Please submit one original (clearly marked) and eight copies of your proposal, along with one electronic copy on a flash drive. **Do not use 3-ring binders.**

Your proposal must be submitted in a sealed envelope as instructed above and must be received no later than March 13, 2020 at 2:00 pm EST at the offices of:

William R. Hathaway, Purchasing Agent
City of Norwich
100 Broadway, Room 105
Norwich, CT 06360-4431

Format of Proposal

Submittals shall consist of the following:

1. A transmittal letter signed by the appropriate officer of the firm which, at a minimum, includes statements:
 - a. Agreeing to the Scope of Services
 - b. Offering the proposal and certifying that the proposal and any cost projection included will remain in effect for 120 days after the due date
 - c. That the firm will comply with all of the Contract Considerations of RFP 20-20
 - d. That the firm accepts the City's standard agreement for professional services in Appendix A
2. Fee Proposal Form with Fee Proposal Table
3. Completed Questionnaire
4. Non-Collusion Affidavit

Firm Interviews

Interviews are tentatively scheduled for March 26, 2020 between 9:00 am and 12:00 pm Room 335 of Norwich City Hall, 100 Broadway, Norwich, CT 06360. Selected finalists will be given as much advance notice as possible, and should be available to attend on the above date.

Selection Criteria

Responses to this RFP will be evaluated by an evaluation committee consisting of various stakeholders within the City. The City's intent is to acquire the solution or solutions that provide the best value to the City and meets or exceeds both

the functional and technical requirements identified in this RFP. The City will be using the following three-phase process to reach a finalist Firm decision:

Phase 1 (Minimum Criteria)

As part of the firm's RFP response, the following minimal criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the firm's response from further consideration:

Response Timeliness

RFP response is submitted by the due date and time.

Response Authorization

The RFP response contains an original signature signed by a company officer on the transmittal letter.

Response Completeness

Firm complied with all instructions in the RFP and provided a response to all items requested with sufficient detail that provides for the proposal to be properly evaluated. Response Completeness will include all required forms. Firms who do not submit sufficient information to have their proposal evaluated as stated herein may have their proposal rejected as non-responsive. The result of any deficiencies in this regard will be determined by the Purchasing Agent to be either a defect that may be waived or that the proposal can be sufficiently modified to meet the requirements of the RFP.

Relevance of Solution

Minimum of five current implementations of their software with clients of similar size and complexity of the City and UHD with a minimum of one for a local government agency utilizing TylerTech's MUNIS software as its ERP.

Price

While price is not a primary consideration, if a firm's proposed one-time and/or annual costs are clearly more than what the City can sustain, such firm may be excluded from further consideration.

Phase 2 Evaluation

For those firms whose proposals pass the minimal criteria, the following categories of criteria will be used to further evaluate the proposals:

Functional Requirements

- General system functions
- Core module functional requirements
- Expanded module functional requirements
- Reporting abilities
- Product direction

Technical Requirements

- Current technology
- Use of industry standard tools
- Compatibility with existing infrastructure

Implementation Requirements

- Implementation approach
- Firm staffing provided on the project
- Completeness of work plan
- Training approach
- Change management approach
- Project management approach

General firm Requirements

- Financial stability
- Number of municipal installations
- Comparable size of installations
- Quality and clarity of proposal presentation
- Completeness of solution

Phase 3 Evaluation

The top firms in the second phase evaluation will then proceed to an additional level of due diligence that may include the following activities:

- Follow-up questions and answers with the firms.
- On-site firm demonstrations to include module/functionality demonstrations, technical demonstrations, service presentation, and other due diligence.
- Reference checking with comparable entities using the firm's product.
- Potential site visits to comparable entities using the firm's product.

At any point in time during the third phase of evaluation, a firm may be excluded from further consideration. At the conclusion of the phase three activities, the finalist firms will be judged on all information collected to date against the following criteria:

Functionality

- General system functionality compliance
- Ability to satisfy critical City specifications
- System allows functional flexibility and growth
- Reports and Business Intelligence Tools
- System workflow functionality
- Overall usability and user-interface
- Mobile device support

Ability to Deliver

- Overall implementation approach
- Completeness of work plan
- Business process consulting approach
- Training approach
- Training manuals and documentation provided
- Data conversion approach
- Change management approach
- Firm staffing provided on the project
- Overall approach to develop modifications
- User acceptance testing approach
- Project management approach

Investment and Costs

- One-time costs
- On-going costs
- Total cost of ownership
- Soft costs for supporting / maintaining system
- Optional or third-party products

Service and Support

- Overall responsiveness and quality of support
- Ability to provide timely mandated updates
- On-going support procedures and service levels

- User groups, knowledgebase, and other support
- Technical Requirements
- Current technology and direction
- Ease of integration with other third party products
- Use of industry standard tools
- Position of software in life cycle
- Compatibility with existing infrastructure
- Overall support complexity (effort, skillsets)
- System reliability and performance

Vision

- Innovativeness of company
- Web strategy
- Product direction
- Research & development

Other Value Added

- Quality and clarity of proposal presentation
- Quality of vendor demonstrations
- Cultural compatibility
- Reference checking and site results
- Agreement of significant Terms and Conditions

Firm Viability

- Financial stability
- Organizational stability
- Length of time company has been in business
- Commitment to municipal marketplace
- Number of installations
- Growth in installations
- Firm alliances

The City will then enter into contract negotiations with the firm(s) whose overall solution(s) best meet the needs of the City over the long-term.

Contract Considerations

Equal Opportunity – Affirmative Action

The Firm shall comply with all aspects of the Equal Employment Opportunity Act.

A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the firm does not discriminate on the basis of race, color, religion, gender, national origin, age or gender stereotyping, and which specifies goals and target dates to ensure the implementation of equal employment.

A firm with fewer than 15 employees shall be required to have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, gender, national origin, age or gender stereotyping.

Findings of noncompliance with State and/or Federal equal employment opportunity laws and regulations could be sufficient cause for revocation or cancellation of any contract that results from this RFP.

Indemnification

The Firm shall indemnify, defend, and save harmless, the City, its officers, agents and employees from any and all claims and losses to the extent caused by the negligence, error or omission of the awarded firm in the performance of this work, except to the caused by the negligent acts of the City or its officers, agents or employees.

Insurance

The City is requiring insurance coverage as listed below for this work.

Note: The term "Firm" shall also include their respective agents, representatives, employees or subcontractors; and the term "City" shall include their respective officers, agents, officials, employees, volunteers, boards and commissions of the City of Norwich, Norwich Public Schools, and Norwich Public Utilities. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided under the Firm's policies.

All policies shall include a waiver of subrogation

Worker's Compensation Insurance

With respect to all operations the Firm performs the Firm shall carry worker's compensation insurance in accordance with the requirements of the laws of the State of Connecticut. The Firm shall carry employers liability limits of \$100,000 each accident and \$100,000 each employee by disease and \$500,000 policy limit disease.

Commercial General Liability

With respect to all operations the Firm performs the Firm shall carry Commercial General Liability insurance providing for a total limit of \$1,000,000 per occurrence for each job site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under this contract. Each annual aggregate limit shall not be less than \$2,000,000.

Automobile Liability

With respect to any owned, non-owned, or hired vehicles the Firm shall carry Automobile Liability insurance providing \$1,000,000 per accident for bodily injury and property damage.

Errors and Omissions/Professional Liability

With respect to any damage caused by an error, omission or any negligent acts of the Firm performed under this contract the Firm shall carry \$1,000,000 per claim for any wrongful act.

"Tail" Coverage

If any of the required liability insurance is on a "claims made basis," "tail" coverage will be required at the completion of this contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Firm shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, Firm shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Contract.

Acceptability of Insurers

The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City.

Subcontractors

The Firm shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to Purchasing Agent's office as required herein.

Aggregate Limits

Any aggregate limits must be declared to and approved by the City. It is agreed that the Firm shall notify the City when 50% of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Firm agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid for by the Firm.

Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Firm to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Firm is primarily responsible for providing such written notice to the City 30 days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Firm shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the City related to the Firm's services.

Waiver of Governmental Immunity

Unless requested otherwise by the City, the Firm and his insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured

The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers Compensation, if included, required for the performance of the Contract shall include the City as Additional Insured but only with respect to the Firm's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance

As evidence of the insurance coverage required by this Contract, the Firm shall furnish Certificate(s) of Insurance to Purchasing Agent's Office prior to the award of the Contract if required by the RFP document, but in all events prior to Firm's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed 30 days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360-4431.

Waiver of requirements

The Purchasing Agent, may vary the requirements at Purchasing Agent's sole discretion; if Purchasing Agent determines that the City's interests will be adequately protected without meeting all stated requirements.

Invoicing and Payment

Invoices shall be paid promptly on a monthly basis by the City by ACH transfer unless any invoiced items are questioned, in which case payment will be withheld pending verification of the amount claimed and the validity of the claim. The City's standard payment terms are Net 30 days from receipt of properly executed invoice(s).

Award Consideration

The City reserves the right to accept or reject any and all responses, in whole or in part; to waive technical defects, irregularities and omissions; and to make multiple awards; if, in its judgment, the best interests of the City will be served. The City also reserves the right to negotiate further with one or more of the firms as to any features of their qualifications and submittals and to accept modifications of the work and price when such negotiations will be in the best interest of the City.

The individual signing this submittal hereby declares that no person or persons other than members of his/her organization are interested in this project or in the contract proposed to be taken; that it is made without any connection with any person or persons making a submission for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City.

Unless otherwise noted within a submission received in response to this RFP, the proposed fees are assumed to be valid for 120 days from the date of the RFP opening. If an award is not made within such time, the submission can be considered no longer valid, or can be extended with mutual consent of the City and the firm making the submission. Any documents, reports, and data generated as a result of the work under this contract shall become the property of the City.

Termination

Subject to the provision below, the contract may be terminated by either party upon 30 days' advance notice to the other party. If any work or services hereunder are in progress, but not completed as of the date of termination, the contract may be extended upon written approval by the City until said work is completed and accepted. Following the Termination Date, the firm shall immediately return all hard copy and electronic documents belonging to the City that it

has or had in its possession at any time, including, but not limited to, files, records, correspondence, memorandas, notes or other documents.

Termination for Convenience

In the event that the contract is terminated or canceled upon request and for the convenience of the City without the required 30 days' advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

Termination for Cause

Termination by the City for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The 30 days' advance notification requirement is waived in the event of termination for cause.

Availability of Funds

Any contract executed by the City is subject to the appropriation funds.

Fee Proposal Form

Proposal to:

William R. Hathaway, Purchasing Agent

City of Norwich

100 Broadway, Room 105

Norwich, CT 06360-4431

I, _____, have received the following contract documents:

1. Request for Proposal number 20-20,
2. Addenda ___ through ___, posted at <http://www.norwichct.org/Bids.aspx> and <http://das.ct.gov>

and have included their provisions in my fee proposal.

Mandatory

Provide the one-time and ongoing fees (in U.S. Dollars) for providing the Mandatory Modules/ Features items included in the Scope of Services by completing the Fee Proposal Table. The City anticipates implementing these items for the Planning & Neighborhood Services department and UHD and may also implement them for the other departments. If there is an increase in cost for implementing these items for additional departments, please itemize these additional costs by department.

In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect. Any items with no line item cost or comment indicated it is provided at no additional cost will be assumed to be "No Response." If an item has a one-time cost, but no on-going cost (or vice versa), vendors must clearly indicate this in the comments column of the Fee Proposal Table. In the event the requested product or service is not being included in the firm proposal, the item should be clearly noted as "No Response". Firms shall make clear the rationale and basis of calculation for all fees and shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.

Firms are encouraged to propose recommended peripheral hardware.

In presenting software license fees, the firm shall:

1. Explain all factors that could affect licensing fees;
2. Make clear what type of license is offered for each price (named user, concurrent user, transaction-based, etc.);
3. Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.) versus those that are proposed separately.

The City prefers that firms provide separate prices for each item in the proposed solution. However, firms are also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the City.

Optional

Provide the fees for providing Optional Modules/ Features. Please use the same guidance and format as in the Mandatory section above when preparing your fee proposals.

Name of Business: _____

Address: _____

Authorized Representative (Print Name & Title): _____

Signature: _____ Date: _____

Questionnaire

In order for your proposal to be considered and accepted, your organization must provide answers to the questions presented in this section. When answering the questions contained in the Questionnaire Section of this Request for Proposal, please repeat the questions and provide your answers numbered to correspond to the question as indicated in the RFP. All questions must be answered in a concise manner. Reference should not be made to a prior response. Be sure to refer to the earlier sections of this RFP before responding to any of the questions so that you have a complete understanding of all of the City's requirements with respect to the proposal.

Executive Summary

This part of the response to the RFP should be limited to a brief narrative not to exceed two pages describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include cost quotations.

Company Background

In addition to providing responses to the following items, the firm must provide information about their company so that the City can evaluate the firm's stability and ability to support the commitments set forth in response to the RFP. Information that firms should provide in this section are as follows:

1. The firm's background including a brief description (e.g., past history, present status, future plans, company size, etc.) and organization charts.
2. Audited financial information for the past two completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
3. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the firm proposal response.
4. If the firm is proposing to use subcontractors on this project, please provide background information on each subcontractor, firm relationship with that firm and the specific services and/or products that the subcontractor will be providing on the project. A complete list of subcontractors is required. The City has the right to approve all sub-contractors of the firm at any time.

Application Software

The firm is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the firm's solution in the marketplace.
4. Describe components of the solution that are industry standards versus being proprietary to the firm.
5. For third party products proposed that are integrated with the firm's solution provide the following for each product:
 - a. Reason that this product is a third-party product versus being part of the software firm's solution,
 - b. Extent to which this third-party product is integrated with the firm's solution.

Technical Infrastructure

The firm shall provide the information described in this section. The information will be used in the evaluation process. Firms should identify where conflicts may exist between their solution and current technologies being used in the City as described in the Current Application Environment section of the RFP.

Hardware Peripherals

Please describe the various types of hardware peripherals recommended to support the proposed solution.

Hosted Solution Information

1. Please describe your vendor hosted model, including: hosting, integration, help desk, provisioning and desktop management capabilities, deployment model (dedicated servers, shared environment, etc.), impact to the City's network and bandwidth, and any partners that may be involved in service delivery.
2. Please describe your proposed service level agreement, including any tiered levels of service, response times, and standard metrics.
3. Please describe your support model, including: cost structure for support calls.
4. Please describe your data center and storage facilities, including: locations, staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups and disaster recovery capabilities.
5. Please describe your logical security, including: firewall security, authentication controls, and data encryption capabilities.
6. Please describe your change management, upgrade, and patch management policies & practices
7. Describe your systems administration/management capabilities including: monitoring of performance measures, intrusion detection, and error resolution.
8. Describe how you will help the City move to a new operation at the end of the contract term or if the contract is terminated, including the process for notifying of termination.
9. Please provide a copy of your most recent Statement on Standards for Attestation Engagements (SSAE) 16 SOC1 and/or SOC 2 reports.

Implementation Plan

The firm is to provide an implementation plan in a narrative format supported by an activity-level project plan that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

1. General Implementation Approach
2. Project Management Approach
3. Data Conversion Plan
4. Report Development
5. Integrations and Interfaces
6. Training
7. Change Management Approach
8. Testing
9. Operational Redesign Approach
10. System Documentation and Manuals
11. Disaster Recovery Plan
12. Knowledge Transfer

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

The City currently anticipates a three month implementation; however, vendors are expected to recommend an overall implementation approach and timeframe (including any phasing of modules) based on their experience with departments of similar scope and complexity.

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

General Implementation Approach

Provide a general overview of the implementation approach you plan to use for the City that includes addressing the following items:

1. Describe how you transition from the sales cycle to the implementation phase of the project.
2. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the City.
3. Describe how you conclude on a preferred implementation phasing of software modules. What is your recommended approach for this implementation?
4. Describe your approach towards running parallel systems for a period of time. Any unique tools, techniques or methods that you use should be described in this section.

Project Management Approach

The City expects the firm to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with the City's project managers. It is expected that this project manager will be "on the ground" as appropriate to team with the City project managers. This project manager can be an employee of the firm or a partner of the firm.

Provide an overall description of the firm project management approach towards this type of engagement and projected timing for major phases.

Provide a high-level work plan for achieving the successful deployment of your proposed system.

Data Conversion Plan

It is anticipated that data conversion will occur when migrating to the new application. The firm is expected to assist the City in the conversion of both electronic and manual data to the new system. It is expected that the City will be responsible for data extraction from current systems and data scrubbing and data pre-processing and that the firm will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system.

1. Describe your general approach towards an efficient data conversion and how you would work with the City to conclude on what should be converted.
2. Please describe your organization's recommended approach toward retention of legacy data.

Report Development

For specific reporting requirements, it is anticipated that the firm will take the lead on developing any reports required as part of the initial deployment of the system. The firm is expected to provide specialized knowledge and information to the City staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc.

Provide information on your reporting approach including:

1. Description of various methods of reporting including business intelligence.
2. Methods for the City to identify, specify, and develop required custom City reports during the implementation.

Integrations and Interfaces

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the City. Existing City interfaces between core modules that may currently exist (e.g., AP posting to GL) or shadow systems that will likely be replaced are not included as they are assumed to be included in an integrated program and facilities system.

The following tables contain a listing of current and/or desired City application interfaces and their likely need in a future integrated software environment.

Process	From	To	Description	Frequency
Certificates of Occupancy	Permit & Inspection Software	VisionAppraisal	Provide an import file for new Certificates of Occupancy to the Assessor's CAMA system	Daily
Revenue Posting	Permit & Inspection Software	MUNIS	Post City's daily revenue collections from programs into the appropriate revenue accounts in MUNIS and post the activity summarized by Cash, Check, Credit Card into the MUNIS cash account	Daily
Delinquent tax check	QDS Tax	Permit & Inspection Software	Perform a check for delinquent taxes for customers looking to start a building permit application	Ad hoc
Refunds	Permit & Inspection Software	MUNIS	Import City's approved refunds from programs into the MUNIS A/P program and charge them to the appropriate accounts	Daily
Non-Sufficient Funds	Permit & Inspection Software	MUNIS and Customers	Post City's payment reversals and NSF fees to customer's account. Import payment reversal into MUNIS. Notify customer of NSF.	Ad hoc
Revenue Posting	Permit & Inspection Software	Quickbooks	Post City's daily revenue collections from programs into the appropriate revenue accounts in Intuit Quickbooks and post the activity summarized by Cash, Check, Credit Card into the Intuit Quickbooks cash account	Daily
Refunds	Permit & Inspection Software	Quickbooks	Import City's approved refunds from programs into the Intuit Quickbooks A/P program and charge them to the appropriate accounts	Daily
Non-Sufficient Funds	Permit & Inspection Software	Quickbooks and Customers	Post City's payment reversals and NSF fees to customer's account. Import payment reversal into Intuit Quickbooks. Notify customer of NSF.	Ad hoc
Online Permit Application	Permit & Inspection Software	CivicPlus	Wrap the online permit software interface in the CivicPlus frame	Constant
Online payment	Permit & Inspection Software	Peoples United Merchant Services or Municipay	Payments for online registrations need to be routed to PUMS or Municipay	Constant
Mailing Lists, Receipts, Confirmations	Permit & Inspection Software	Customers	Notifications are sent to customers via e-mail or text message per the customers' preferences	Constant

1. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced
2. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
3. Describe data exchange standards (e.g. XML, Web Services, or EDI) supported or provided by your product.
4. As it pertains to the City's current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the City.
5. If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new version/releases of your software?

Training

The City anticipates a “train the trainer” approach where key City team leads will be trained through implementation on their modules and then they will train the remainder of the City staff in their respective areas based on the following assumptions:

1. There would be roughly three to five subject matter experts (SME’s) for each module including one team lead. This training would be provided at a City facility.
2. Training materials supplied by the firm would be used by SME’s and team leads for training their staff.
3. Web conference or remote online tutorial sessions would be available to SME and team lead staff to participate in after initial training was completed in their module.
4. Technical implementation training will include training only key IT staff to support the new system.

The firm should provide an overall description of its training approach including the following:

1. General timeframes in which training will be conducted.
2. The firm must list the nature, level, amount of training, and a sample training agenda to be provided for in each of the following areas:
 - a. Technical training (e.g., programming, operations, etc.)
 - b. User training
 - c. Other staff (e.g., executive level administrative staff)
3. The firm must describe opportunities for on-going training including both remote and on-site as well as any related costs.

Change Management Approach

The City recognizes that a movement from the current environment to a new solution will present change management challenges. The firm should clearly identify their approach towards Change Management including any unique approaches or tools that will be used.

Testing

The firm should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the City related to such testing:

1. System testing
2. Integration testing
3. Stress/performance testing
4. User acceptance testing (UAT)

Operational Redesign

With the deployment of a new application, the City wishes to take advantage of capabilities within the software that provide support for operational improvements. Firms are requested to describe their approach towards operational redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of the new software.

System Documentation and Manuals

The firm is expected to provide user manuals and online help for use by the City as part of the initial training and on-going operational support. Additionally, the firm is expected to provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
2. Describe what types of documentation you anticipate developing during the course of the project.

Disaster Recovery Plan

Please describe the services you provide around disaster recovery, if any, as part of your proposed solution.

Knowledge Transfer

The firm should describe their process for ensuring that a transfer of knowledge occurs back to City staff such that staff is capable of supporting and maintaining the application in the most proficient manner once the firm implementation engagement is complete.

Staffing Plan

The firm must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project. If the firm is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project.

Please provide an overall project organizational structure for City staff involvement during the project. Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.

Ongoing Support Services

1. Please specify the nature and conditions of any post-implementation support options including:
 - a. Post-go live support that is included in the proposal response
 - b. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
 - c. Telephone support,
 - d. Help Desk services (If there is a service level agreement for your help desk, please provide a copy with your RFP response.)
 - e. Toll-free support line
 - f. Users group (i.e. - information about it, where it is held and when. If no, are you planning one?)
 - g. Online knowledgebase, videos, tutorials (i.e. – how it is accessed, who updates it, etc.)
2. Describe your maintenance programs and options with associated pricing.
3. Describe and provide pricing for any “software as a service” (SaaS) model that you offer (where there is no up-front license fee, but instead a monthly or transaction-based charge which may include maintenance).

Client References

The firm must provide at least five references from firm-hosted clients that are similar in size and complexity to the City and UHD. In addition, the City requests a listing of all New England municipal clients.

License and Maintenance Agreements

Sample license and maintenance agreements must be provided in this part of the firm's response for all components of the recommended solution (i.e., hardware, software, operating system, database, etc.). Indicate the basis on how licenses are determined.

Exceptions and Deviations

If the firm finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, “exceptions/deviations from proposal requirements.” This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the firm in submitting a proposal, will accept this stipulation without recourse.

Additional Materials

The vendor may include any additional materials or brochures regarding the proposed solution in this section.

Non-Collusion Affidavit

State of _____)
)
County of _____)

_____, being first duly sworn, deposes and says that:

1. (Individual's Name) He/she is _____ of _____

(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)
herein after referred to as the "Proposer" that has submitted the attached bid;
2. He/she is fully informed respecting the preparation and content of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham bid, in connection with the contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norwich, CT or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
6. That no officer or employee or person whose salary is payable in whole or in part from the City of Norwich is directly or indirectly interested in this Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 20_____.

_____ My Commission expires on _____

Notary Public

Fee Proposal Table

Appendix A

Standard Agreement for Professional Services



City of Norwich

100 Broadway
Norwich, CT 06360

Phone: (860)823-3700
Fax: (860)885-2131

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this ___ day of _____, by and between, hereinafter called “**Consultant**” and the City of Norwich, 100 Broadway, Norwich, CT 06360, hereinafter called “**City**.”

WHEREAS, the City desires to enter into an agreement for services, and the Consultant represents itself as competent and qualified to accomplish the specific requirements of this agreement to the satisfaction of the City, therefore this agreement is entered into under the following terms and conditions:

The Consultant agrees to perform the ___ services described below

1. **TERM OF THE AGREEMENT:** The start date for this agreement shall be ___ and the completion date shall be _____
2. **SERVICE TO BE PERFORMED:** The Consultant shall perform the services in accordance with the provisions contained in RFP No. _____, as specifically stated in the _____ and as may be specifically designated and additionally authorized by the City. Such additional authorizations will be in the form of a Purchase Order. Each Purchase Order shall set forth a specific scope of services, the amount of compensation and the required completion date.
3. **COMPENSATION:** The City shall pay Consultant _____, (\$ _____), in accordance with the provisions contained in the _____, which is attached hereto as Exhibit _____, and incorporated herein as if set forth in full.
4. **STANDARD OF CARE:** Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a Consultant under similar circumstances and Consultant shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.
5. **INDEMNIFICATION**

For General Liability – To the fullest extent permitted by law and except with respect to damages, liabilities and costs arising or alleged to have arisen out of the Consultant’s acts, errors or omissions in the performance of professional services that are addressed in this agreement, the Consultant agrees to defend, indemnify and hold harmless the City, its officers (both elected and appointed), employees and agents from and against liabilities, claims, damages and costs (including attorneys’ fees) to the extent caused by the Consultant’s performance, acts, errors or omissions under this Agreement.

For Professional Liability – With respect to damages, costs, liabilities and expenses that arise from or are alleged to have arisen from the Consultant’s acts, errors or omissions in the performance of the professional services that are addressed in this Agreement and to the fullest extent permitted by law, the Consultant agrees to hold the City, its officers (both elected and appointed), employees and agents harmless from and against liabilities, damages and costs (including reasonable attorney’s fees) to the extent caused by the negligence of the Consultant in performance of services under this Agreement. This indemnification excludes the duty of the Consultant to defend the City. However, the absence of the duty to defend shall not preclude the City from seeking its reasonable attorneys’ fees as part of its damages where and to the extent such fees are caused by the Consultant’s negligence. Nothing in this paragraph shall apply to indemnification of general liability.

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Connecticut General Statutes as amended from time to time.

- 6. INDEPENDENT CONSULTANT:** Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The City shall have no right to supervise the methods used, but the City shall have the right to observe such performance. Consultant shall work closely with the City in performing services under this Agreement.
- 7. PAYMENTS:** The City shall pay in full the Agreement Sum to the Consultant upon completion of the work listed in Article 2 of this Agreement, unless the parties agree otherwise.
- 8. COMPLIANCE WITH LAWS:** In performance of the services, Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.
- 9. INSURANCE:** During the performance of the services under this Agreement, the Consultant shall maintain the following insurance policies, written by an insurance company authorized to do business in Connecticut, and shall provide the City with a Certificate of Insurance naming the City of Norwich, its officers (both elected and appointed), employees and agents as additional insured on the following policies:
 - Comprehensive General Liability (including completed operations coverage) in the amounts of \$1,000,000 each occurrence and \$2,000,000 aggregate
 - Commercial Automobile Coverage, including owned, non-owned, leased and hired vehicles (if used on City property) in the amount of \$1,000,000 combined single limit.

The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The City must be listed as an Additional Insured under the Policy. Thirty (30) days written notice must be provided to the City via Certified Mail in the event of cancellation.

The Consultant shall also provide a Certificate of Insurance reflecting the following coverage:

- Professional Liability (Errors and Omissions) Insurance in the amount of \$2,000,000 each occurrence
- Workers Compensation Coverage in accordance with State of Connecticut requirements. The policy must contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

The City of Norwich, its officers (both elected and appointed), employees and agents shall be named as additional insured on all policies, except Professional Liability and Workers Compensation, on a primary and non-contributory basis.

In the event that sub-Consultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-Consultants' insurance coverage, arising out of negligent acts, errors or omissions of the sub-Consultants.

Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.

10. CITY'S RESPONSIBILITIES: The City shall be responsible for providing access to all project sites, and for providing project-specific information.

11. TERMINATION OF AGREEMENT

Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Consultant in which event the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the city against loss pertaining to this termination.

Default by Consultant: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Consultant neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Consultant of written notice of such neglect or failure.

12. NONDISCLOSURE OF PROPRIETARY INFORMATION: Consultant shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of City or in response to legal process.

13. UNCONTROLLABLE FORCES: Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14. CONNECTICUT LAW: It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut.

15. VENUE: In the event of litigation, the parties do agree to be mutually bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for Norwich at New London, Connecticut.

16. WAIVER OF JURY TRIAL: CONSULTANT HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN AGREEMENT OR TORT OR OTHERWISE; AND CONSULTANT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONSULTANT'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

17. MISCELLANEOUS

Nonwaiver: A waiver by either City or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

18. SUCCESSORS AND ASSIGNS: The City and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

19. CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

20. TRUTH-IN-NEGOTIATION CERTIFICATE: Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.

The said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

21. OWNERSHIP OF DOCUMENTS: Consultant shall be required to work in harmony with other **Consultants** relative to providing information requested in a timely manner and in the specified form. Any and all documents,

records, disks, original drawings, or other information shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City.

22. FUNDING: This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Council of the City of Norwich in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

23. NOTICE: Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by United States Postal Service (USPS) Certified Mail, USPS Express Mail, air or ground courier services, or by messenger, as follows:

CITY:

John L. Salomone, City Manager
City of Norwich
100 Broadway
Norwich, CT 06360

Michael E. Driscoll, Corporation Counsel
Brown Jacobson PC
22 Courthouse Square
Norwich, CT 06360

CONSULTANT

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

OWNER:

CONSULTANT:

John L. Salomone
Its City Manager

Its Duly Authorized Agent

Approved as to form:

Michael E. Driscoll, Corporation Counsel

Date Signed _____