

Request for Proposal (RFP)
for a
Financial and Utility Billing System
for



Town of Berlin, Maryland

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Section A: RFP Introduction

A.1 Purpose of the RFP

The Town of Berlin, Maryland (Berlin or “the Town”) hereby requests proposals from qualified firms for software and implementation services for an Enterprise Financial Management (EFS) system and Utility Billing (customer information system or UBS) system to be provided in accordance with terms, conditions and specifications established herein. The Town would like to transition to a new EFS/UBS system during Fiscal Year 2015. Ideally, system conversion would start in January 2015. More details concerning the scope can be found in section 1.4.

The applications will include software, implementation services, training, and ongoing technical support. Ideally, Berlin would like to acquire these software modules as one integrated solution from one vendor. However, vendors of any software applications listed in the System Scope may submit their proposals. It is understood that some vendors “partner” with other vendors to provide software applications that are designed to integrate well with each other, and we encourage them to submit their consolidated proposal.

A.2 About Berlin

The Town of Berlin is truly a great place to live, work and play and has been nationally recognized as *Budget Travel’s* “Coolest Small Town in America”. Berlin’s 60 full-time staff constantly seeks to deliver unmatched municipal services, programs and opportunities to our residents, visitors and businesses. With the aim of maintaining a high-level of service to internal and external customers, Berlin is releasing this RFP. It is Berlin’s intent to select proposals that best meet the Town’s current and future needs, based on the information available and Berlin’s best efforts of determination.

Berlin has a budget of approximately \$15 million; \$5 million is in the General Fund and the rest is in enterprise funds associated with Berlin’s four utilities: Electric, Water, Sewer and Stormwater. Berlin bills for the utility services and generates separate invoices for services (mainly grass cutting, trash collection, and taxes.) The Electric Utility has approximately 4,100 residential accounts and roughly 399 commercial and 4 industrial accounts (large and small, with and without demand charges). Proposers are encouraged to read the Town’s electric tariff posted on the Town’s website (www.berlinmd.gov). The other utilities have fewer accounts and simpler rate structures. Meter functionality includes handheld (Telzon and Sensus), and remote (Nextgrid [AMI]). Bills are issued monthly and Berlin generates final bills throughout the month at any time. Berlin prints its own bills, invoices, disconnect notices and door hangers using forms that were prepared by another company.

Background Statistics	
Background Summary	
Current Population	4,500
Annual Budget (Operating and Capital)	\$15 Million
Approximate Number of Employees (full-time)	60
Fiscal Year	July 1 – June 30

A.3 Project Background

Berlin has outgrown its current software which cannot adapt to the changing needs of the Town. System limitations have led Berlin to create numerous manual processes and systems, mainly in Microsoft Excel,

to accommodate additional information tracking and business process needs. Berlin expects that its new EFS/UBS will be able to accommodate the business process goals within the functional areas identified as being in scope, to fulfill the mission of effective and efficient coordination of business functions across the entire Town.

Berlin partners effectively with its vendors and prefers a financial and utility billing system firm at the front of the technology curve to enable it to continue to innovate and provide enhanced customer service to its residents.

There are a number of performance issues with the system which have persisted since implementation. The list below focuses on the key areas of concern:

1. System Access - users frequently receive system capacity error messages and are unable to log on to the system. Remote users such as the Police Department, Water Resources, and Public Works frequently experience long delays in accessing the system and printing purchase orders.
2. Software Support - Customer service responses typically take longer than service contract parameters.
3. Audit Trail - The system lacks an audit trail, which causes added reconciliations and process steps. For example, utility billing data disappears from one billing cycle to the next, without any corresponding transaction record.
4. Security Issues - Purchase orders created by one employee can be deleted by another employee.
5. Procurement Sourcing - Accounts Payable check descriptions have to be re-entered into the check batch because the description does not migrate from the purchase order to the payables process.
6. Reporting - The system does not allow time period specific reports to be generated. For example, it's not possible to retrieve account balances from variable time periods in Utility Billing. Because of this, Finance produces financial reports at the end of each period and saves them for future reference.

A.4 Project Goals

Many of Berlin's goals for this project focus on eliminating the issues identified in the previous section. Major goals include:

1. Increased system capacity and improved system access to remote sites
2. Improved system support response times
3. Audit trail recordings of all system transactions
4. Improved budgeting and financial processes
5. Sourcing of purchasing data throughout the purchasing and payment process (Procure to Pay)
6. Real-time payment history
7. Availability of major account information on a single screen
8. Improved reporting including detailed reporting on customer billing
9. Export/import to Microsoft Excel and Word
10. Enhanced utility billing functionality including, global rate adjustment, deposit tracking, budget billing, consolidation of several accounts to a single bill and detailed service order functionality
11. Modern system technology including real-time data access and automated electronic workflow
12. Access to detailed historical information
13. Integration of the financial and utility billing systems

A.5 Notice to Proposers

Failure to carefully read and understand this RFP may cause the proposal to be out of compliance, rejected by Berlin, or legally obligate the proposer to more than it may realize. Information obtained by the proposer from any officer, agent or employee of Berlin shall not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any of the RFP conditions or any subsequent contract conditions. Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the selection committee, any member of the Berlin Town Council, or any employee of Berlin with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration. Only the format described in the RFP and the attachments included with this RFP will be accepted as compliant for the submitted proposal. Failure to completely fill out all required attachments may result in disqualification.

A.6 Conditions

- A.6.1** In the event that multiple firms partner to submit a joint proposal, the proposal must identify one firm as the primary contact. This primary contact will be the primary point of contact throughout the procurement process and will be held responsible for the overall implementation of all partners included in the joint proposal.
- A.6.2** All third-party solutions proposed as part of a joint proposal are subject to the same requirements of this RFP, unless otherwise stated.
- A.6.3** Pricing must be submitted on a “fixed fee” basis. For implementation services under a fixed fee arrangement, Berlin will compensate the vendor on the basis of major deliverables to be identified in the development of the statement of work. Proposers are to provide all work effort and assumptions used to calculate a fixed fee for each milestone. The scope of the project will be defined by the statement of work and detailed functional requirements. All firms submitting proposals are encouraged to submit the most competitive proposal possible as the failure to do so may lead to elimination prior to software demonstrations.
- A.6.4** This RFP, its general provisions, and the terms and conditions identified in Section D shall be incorporated in any agreement resulting from this solicitation, and the RFP and its terms and conditions, plus attachments shall control unless the Agreement expressly provides otherwise.
- A.6.5** All proposals and any subsequent clarification or response to Berlin’s questions shall be valid for a minimum of 200 days.

A.7 Berlin’s Rights Reserved

- A.7.1** Berlin reserves the right to select the proposal, which in its sole judgment best meets the needs of Berlin. The lowest proposed cost will not be the sole criterion for recommending the contract award.
- A.7.2** Berlin reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by Berlin to be in the Town’s best interest.
- A.7.3** Berlin may modify this RFP by issuance of one or more written addenda. Addenda will be posted on Berlin’s website. It is ultimately the proposer's responsibility to check Berlin’s website for verification of any issued addenda.
- A.7.4** Berlin reserves the right to meet with select proposers or request clarifications at any time to gather additional information. Furthermore, Berlin reserves the right to remove or add functionality (i.e., modules, components, and/or services) until the final contract signing.
- A.7.5** This RFP does not commit Berlin to award a contract. All proposals submitted in response to

this RFP become the property of Berlin and public records.

- A.7.6** Berlin shall not be liable for any pre-contractual expenses incurred by prospective vendors, including but not limited to costs incurred in the preparation or submission of proposals. Berlin, its officers, elected officials, agents, and employees shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

A.8 Communication Regarding this RFP

All communication from prospective proposers regarding this RFP must be in writing by email to the address listed in section A.9 of this RFP. Communication by telephone or in person will not be accepted.

Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the selection committee, any member of the Berlin Town Council, or any employee of Berlin with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration.

A.9 Inquiries and Requests for Clarification

- A.9.1** In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed through email to the POC. Questions over the phone will not be accepted:

Point of Contact: Laura Allen
Title: Town Administrator
Email: lallen@berlinmd.gov

Secondary Contact: Natalie Saleh
Title: Finance Director
Email: nsaleh@berlinmd.gov

- A.9.2** All questions concerning the RFP should reference the RFP page number, and section heading. Questions will be answered and posted to Berlin's website in the form of an addendum to the RFP.
- A.9.3** Inquires or requests for clarification will be accepted until September 10, 2014 at 4:00 PM (EDT).
- A.9.4** Proposals may be changed or withdrawn prior to the deadline for proposals. All such changes and withdrawals must be submitted in writing and received by Berlin prior to the deadline for proposals. After the deadline for proposals, no change in prices or other provisions prejudicial to the interest of Berlin or fair competition shall be permitted.

A.10 Procurement Schedule

The expected procurement schedule is listed below. Berlin reserves the right to change the procurement schedule.

Procurement Schedule	
August 28, 2014	RFP released
September 10, 2014	Last day to submit questions and requests for clarification on the RFP - 4:00 PM (EDT)
September 17, 2014	Answers to submitted questions posted on Town website
October 1, 2014	Proposals due – 4:00 PM (EDT)
October 6, 2014	Short-listed proposers elevated and notified for software demonstrations
Week of October 20, 2014	Software demonstrations
October 31, 2014	Elevate and notify finalist proposer
November/December 2014	Complete contract negotiations and Statement of Work (SOW)
December 2014	Award of contract by Berlin Town Council
January 2015	Implementation Begins

A.10.1 Software demonstrations will be held on-site at Berlin’s offices and will cover all functional areas listed in this RFP. Berlin expects to elevate up to three (3) proposers for demonstrations. To avoid unnecessary delays, Berlin expects that proposers will be available for software demonstrations on the dates identified on the procurement schedule and to identify any potential issues or conflicts in their response to this RFP using Attachment 1 (Signature Page). Proposers that cannot demonstrate their software during the dates identified by Berlin may be eliminated. The agenda and software demonstration scripts will be distributed to proposers that have been short-listed for software demonstrations approximately two weeks in advance of the demonstrations. Software demonstrations will also include a discussion on implementation. Berlin reserves the right to change the dates as needed and to film software demonstrations for the benefit of the evaluation team and other internal project stakeholders.

A.11 Evaluation Criteria

Berlin will review all proposals received as part of a documented evaluation process. For each decision point in the process, Berlin will evaluate proposers according to specific criteria and will then elevate a certain number of proposers to compete in the next level. Proposers not previously elevated may be elevated at a later date.

The sole purpose of the proposal evaluation process is to determine which solution best meets Berlin’s needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide and has proposed the best software and implementation approach for Berlin’s current and future needs based on the information available and Berlin’s best efforts of determination.

The proposal evaluation criteria, which will be developed by the Evaluation Committee prior to opening of proposals, should be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of Berlin. The criteria that will be used to evaluate proposals may include, but are not limited to the following:

- Cost
- Response to Attachment 9 (Functional Requirements)
- Software Features
- Implementation Approach
- Integration Approach
- Past Experience with Similar Organizations and References
- Technical Compatibility
- Overall Understanding of Berlin's Needs and Project Risk Mitigation
- Compliance with Contract Terms and Conditions

Berlin reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the above list. Berlin's evaluation team will then make a recommendation to elevate proposals for software demonstrations and final contract negotiations. Berlin reserves the right to excuse technical defects in a proposal, when in Berlin's sole discretion such excuse is beneficial to Berlin.

A.12 Proposal Submission Instructions

A.12.1 Proposals are to be submitted in sealed packages by October 1, 2014 at 4:00 PM ET. Late submissions will not be accepted.

Submittal Address: Town of Berlin
Attn: Laura Allen,
10 William Street
Berlin, MD 21811

A.12.2 Failure to comply with the requirements of this RFP may result in disqualification. Proposals received subsequent to the time and date specified above will not be considered.

A.12.3 Signature of the proposal by the proposer constitutes acceptance by the proposer of terms, conditions, and requirements set forth herein.

A.12.4 Proposers are required to submit THREE (3) hard copies and TWO (2) electronic copies of their proposal in a sealed package that is clearly labeled with the proposer's company name, the RFP name and the words "Proposal Financial and Utility Billing System". Hard copies of the proposal must include a submittal letter signed by an authorized agent of each firm involved in the proposal. The letter should include appropriate contact information for each firm.

A.12.5 Emailed and faxed proposals will not be accepted.

A.12.6 By submitting a proposal, the proposer is providing a guarantee to Berlin that, if chosen, it will be able to provide the proposed products and services during the period of time discussed in the RFP. Upon submission, all proposals shall be treated as confidential documents until the selection process is completed.

A.12.7 Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and during and after proposal opening, the contents of a proposal or any document submitted with the proposal shall be open to public inspection.

However, Berlin shall deny inspection of any part of a proposal that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to the State Government Article Section 10-617 (Access to Public Records – Required Denials). IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATE OR OTHER MATERIALS AND MUST IDENTIFY THE DATA OR OTHER MATERIAL TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, Berlin disclaims responsibility for disclosure of any such material in the public record.

If a contract is awarded to a vendor or contractor as a result of the submission of restricted information, Berlin shall have the right to duplicate, use or disclose the data to the extent, consistent with Berlin’s need in the procurement process.

A vendor or contractor agrees to indemnify, protect, and save harmless the Mayor and Council of Berlin, its officers, agents, volunteer departments and their members, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney’s fees and other costs incurred in defending the confidentiality of the material sought to be protected.

A.12.8 An assertion by a Proposer that the entire proposal, or large portions, is exempt from disclosure will not be honored.

A.13 Organization of Proposal

The proposal must be organized into major sections defined in Section B. Specific instructions for each section are provided in Section B of this RFP. Any required attachments must be included in the proper section as indicated by the instructions.

A.14 Format of Electronic Submission

Proposers must provide electronic copies of all files on a USB drive, CD, DVD, or similar device using the following file formats. Attachments not listed in the table below do not have a required file format and may be supplied in either the original file format or PDF.

RFP Section	Attachment/Document	Required File Format
E.9	Attachment 8 (Staffing)	Microsoft Excel (.xls or .xlsx)
B.8.1	Sample agreements	Microsoft Word (.doc or .docx)
E.10	Attachment 9 (Functional Requirements)	Microsoft Excel (.xls or .xlsx)
E.11	Attachment 10 (Cost)	Microsoft Excel (.xls or .xlsx)

* NOTE: Attachment 9 (Functional Requirements) is password protected to prevent responders from making changes to the functional requirements.

A.15 System Selection Consultant

Berlin has retained the services of the Government Finance Officers Association (GFOA) for this project. The role of GFOA is to provide information and analytical services to support the procurement process. *The decision to select software and services suppliers is solely that of the Town of Berlin.*

Section B: Detailed Submittal Requirements

So that competing proposals can be compared equally, proposers must assemble their proposals in strict adherence to the submittal requirements identified below. Failure to follow all proposal organizational requirements may result in disqualification. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content. Proposals must address the following questions and contain the following sections.

B.1 Executive Summary and Introductory Materials

(Proposal Section 1.0) The introductory material must include a title page with the RFP name, name of the proposer, address, telephone number, the date, a Letter of Transmittal, and a Table of Contents. The executive summary should be limited to a brief narrative (less than 3 pages) summarizing the proposal.

B.1.1 For each firm identified explain the following:

- Role of the firm in the project
- Statement about whether the primary proposer's contract will/will not encompass the third-party product/service and/or whether Berlin will have to contract on its own for the product/service.

B.2 Company Background

(Proposal Section 2.0) Each proposal must provide information about their firm so that Berlin can evaluate the proposer's stability and ability to support the commitments set forth in response to the RFP. Berlin, at its discretion, may require a proposer to provide additional supporting documentation or clarify requested information.

B.2.1 Complete the Attachment 2 (Company Background).

B.2.2 Complete Attachment 3 (Reference Form). Proposers should provide three (3) references. Proposers should provide references that can provide information on both proposed products and services included in your response to this RFP. Ideally, references should be similar in size to Berlin and have completed their project with a similar scope to that proposed. Proposers should be current and available to speak with Berlin for approximately 30 minutes. Berlin will not call proposers to tell them that their references will be contacted. Proposers should assume that all provided references will be contacted. Berlin reserves the right to contact additional clients for references, if deemed necessary.

B.3 Software Scope and Requirements

(Proposal Section 3.0) This section of the proposal should include a general discussion of the proposer's overall understanding of the project and the scope of work proposed including the following: The proposer must identify all technical requirements necessary to maintain the system.

B.3.1 List and describe all proposed software products that will be delivered as part of the project and if Berlin will need to maintain/host the software on its servers. If software is sold by module, proposer must explicitly state the software module name and versions that are proposed.

B.3.2 Identify any licenses, hardware, or other products not included in this proposal that would be required to operate any of the proposed solutions contained in this proposal.

B.3.3 Describe the technical environment necessary for this software including any hardware

specifications, bandwidth, or other requirements as part of Attachment 4 (Technical Specifications).

- B.3.4** Berlin also plans to use the software for administration of Berlin's personal property tax. Please identify any modules or capabilities that other clients use for these functions or other third party systems that you have worked with in the past on other projects.

B.4 Implementation Plan and Statement of Work

(Proposal Section 4.0) This section should be proposed as the Statement of Work for the project and will be used to form a large part of the Statement of Work that is made a part of the Agreement with the finalist vendor. Proposers should reference Section C for Berlin's preferences for implementation, and other key information about the implementation.

- B.4.1** Provide a detailed listing of the scope of the project, include:

- Software modules
- Data conversions
- Interfaces
- Customizations / Software Enhancements

- B.4.2** Provide a detailed plan for implementing the proposed EFS/UBS. This information must include:

- Proposed phasing for roll-out of proposed EFS/UBS
- Key milestones as part of the proposed roll-out

- B.4.3** Explain proposed project management services including:

- Role of the vendor project manager
- Expected role of Berlin project manager
- On-site presence of vendor project manager
- Proposed quality assurance procedures

- B.4.4** Identify who will have oversight over the project and the specific role or activities that this resource will have.

- B.4.5** Explain any other proposed vendor staffing for the project including:

- How many staff will the vendor have assigned to the project
- Major roles and responsibilities for each resource

- B.4.6** Provide background information on vendor staff likely to be assigned to this project.

- Project Narrative – Brief description of key projects and the role the resource had on each project.
- Years with company

- B.4.7** Explain the expected Town staffing for the project including:

- Number of resources
- Key responsibilities for each resource
- Assumed participation in the project (average portion of FTE). Assumptions about prior skills / competencies of resources

- Complete Attachment 8 (Staffing)

B.4.8 Provide an overview of proposed training plan/strategy for educating end users and others that are not heavily involved with the project:

- Approximate schedule of training
- Number of people expected to train
- Any prerequisites or skills necessary to begin training
- Description of any system documentation that is provided
- Location of training (if not to be conducted at Town of Berlin facilities)

B.4.9 Explain the proposed plan for implementation. This information must include:

- Overview of implementation methodology
- Listing of key tasks in the implementation. For each task, please specify:
 - Task Name
 - Roles for Vendor and Town in completing the task
 - Approximate duration of task and approximate amount of vendor on-site time
- Listing and description of key deliverables (and how they relate to the implementation methodology and key activities). Berlin expects that proposers provide at least the following deliverables.
 - Project plan
 - System design/process design document
 - Interface/data conversion documentation
 - Testing scripts
 - Custom training materials

B.4.10 Provide a detailed plan for testing including

- Type of testing
- Type of test environment
- When testing is to occur
- Who has responsibility for preparing testing scripts
- Who has responsibility for executing the testing

B.5 Responses to Functional Requirements

(Proposal Section 5.0) This section describes the scope of the overall project and the requirements for each functional area. Responses to the functional requirements should be completed to identify the capability of the software, the scope of the implementation plus if the requirement will be include under the scope of any proposed support agreement. Responses to the functional requirements shall use the following response codes:

Functional Requirements Responses	
Column E: Available Responses	
Y	Requirement met and proposed - Standard features in the generally available product)
Y-ND	Requirement met and proposed - Features that are not offered as a generally available product or require custom development
SR	Requirement met through standard report in the system

CR	Requirement met through custom developed report (report is in scope for project)
N	Requirement not met with proposal
I	Need more information/discussion
Column F: Available Responses	
S	Requirement and feature supported by software developer
TPS	Requirement and feature supported by third party
NS	Requirement and feature not supported

- B.5.1** Submit Attachment 9 (Functional Requirements) both Primary Tab and Optional Tab
- B.5.2** Failure to provide some requirements or excluding some requirements from scope will NOT automatically eliminate the proposer from contention. Berlin will evaluate the proposal as a whole including price/value comparisons when evaluating proposals.
- B.5.3** Requirements on the Optional Tab will be reviewed, but will not be included in the primary scope of the project and should not be included in the proposed implementation. Determination on the purchase and installation of these functions will be made at a later date.
- B.5.4** The requirements responses submitted will become part of the agreement. Proposers are expected to warrant both software and implementation of all positive responses (every response except “N” and “I”).
- B.5.5** Berlin will clarify any requirements with the response of “I” prior to or during software demonstrations. As part of clarifications, proposers would be expected to re-submit Attachment 9 (Functional Requirements).
- B.5.6** For requirement responses other than “N” proposers must indicate the module or product that is required to meet the requirement.
- B.5.7** For requirement responses other than “N” proposers must indicate the phase of the project that the functionality will be implemented.
- B.5.8** All responses which are marked Y, Y-ND, CR, or SR will be considered to be included in the scope, and the cost proposal and all other information submitted in this proposal should reflect this. Furthermore, the module necessary to perform that functionality must be included in the scope and cost of this proposal.
- B.5.9** Proposers must be ready to demonstrate any requirements listed as “Y” or “SR,” during software demos.
- B.5.10** If functionality is not available, but expected to be available in future versions of the software, the expected release date can be noted in the comments column. The proper response would be “N”. If the proposer is willing to provide the enhancement for the project and make the new functionality part of the implementation scope and subject to acceptance testing, a response of “Y-ND” or “CR” can be used.
- B.5.11** Proposers are also required to respond if the feature will be supported in the product as part of the proposed maintenance and support offering and the proposed provider of support. Support services shall include technical support, access to patches and upgrades that accommodate the requirement, and helpdesk support for the requirement.

B.6 Ongoing Support and Hosting Services

(Proposal Section 6.0) The proposal must specify the nature of any post-implementation and on-going support, including hosting services provided by the vendor including:

B.6.1 Describe proposed services for hosting including: (if applicable)

- Information on the specific hosting services provided
- Service desk support services
- User Setup, Authentication and Management processes
- Application support
- Operational support services
- Technology infrastructure services
- Backup/data recovery process
- Disaster recovery
- Will all products be hosted through the same provider?
- Will Berlin need to host anything on its servers?

B.6.2 For each of the services proposed explain service levels that are used to guarantee performance for Berlin through the proposed hosting agreement (if applicable).

B.6.3 Complete Attachment 7 (Maintenance and Support)

B.7 Exceptions to the RFP

(Proposal Section 7.0) All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section, with a written explanation of the exception and an alternate proposal (if applicable). Berlin, at its sole discretion, may reject any exceptions or specifications within the proposal.

B.8 Sample Documents

(Proposal Section 8.0) Proposers should include sample copies of the following documents.

B.8.1 Any sample agreements that Berlin would be required to sign upon contract award. This would include any applicable software license agreements, professional service agreements, hosting agreements, third party agreements, etc.

B.8.2 Sample Project Plan.

B.9 Price Proposal

(Proposal Section 9.0) - Proposers should submit their price proposal according to the format provided in Attachment 10 (Cost) to this RFP.

B.9.1 Complete and submit Attachment 10 (Cost)

- It is important that proposers use the format presented in this RFP even if an additional format is provided. The Cost Attachment should include total price for all software, services, and additional costs to acquire all software and services referenced in the proposal including third party prices. If third party products or services are included, do not provide separate version of Attachment 10 (Cost) for each third-party product.

REQUEST FOR PROPOSALS
FINANCIAL AND UTILITY BILLING SYSTEM

- All pricing must be submitted as fixed fee. Costs listed as “to-be-determined” or “estimated” will not be scored. Proposers should include all software modules and state any limitations on module use. If no limitations are listed, Berlin will consider that pricing is based on full enterprise wide access for Berlin.
- Berlin may award a purchase contract, based on initial offers received without discussion of such offers. A proposer’s initial offer should, therefore, be based on the most favorable terms available. Berlin may also request revised pricing offers from proposers, and/or enter into contract negotiations thereafter.
- Proposers must submit implementation costs as fully loaded rates that include all necessary travel.
- Proposers should provide costs for optional functions where noted.

Berlin has determined a target range of costs for the functionality and services included in the above scope of work and have budgeted for this project accordingly. Berlin plans to adhere to this project budget and will not consider products and related services above the targeted range. Berlin may therefore determine, based on responses to this RFP, to only purchase and implement functionality that falls within the anticipated project budget.

It is extremely important that all proposers consider all cost reduction and value engineering options available to them to determine their proposal pricing. Berlin seeks to implement a "vanilla" software package and to limit the amount of modification to the base application.

Berlin is interested in considering an Application Service Provider (Hosted) Model or Software as a Service and would like the proposer to elaborate on the services that can be offered and show the pricing for this service as optional (as indicated on Attachment 6). With this option as mentioned above, the overall costs and total costs of ownership will be the main determinant used by the Town in pursuing this option. In other words proposals that can show the overall value to the Town of this option will be considered.

Section C: Scope of Project

C.1 Project Scope

The scope of the project includes the software and implementation services to provide the functions and features defined by the requirements listed in Attachment 9 (Functional Requirements). The scope for this procurement is listed in the chart below.

Project Scope	
Financials	
General Ledger	Budget Preparation
Accounts Payable	Accounts Receivable
Purchasing	Project/Grant Accounting
Real Time Cash Acceptance/Receipting	Credit/debit card interface to cash
Utility Billing	
Water, Sewer, Stormwater, Electric	Personal Property Tax Billing and Collection
Optional	
Inventory	Work Order
Fixed Assets / Asset Management	

Berlin prefers an integrated enterprise product (common database, application, and interface) for this project that proposes a single integrated solution for Financials and Utility Billing (UBS) and Personal Property Tax Billing. Berlin requires only experienced firms that have implemented software in organizations similar to the Town to apply.

C.2 Implementation Deliverables

At a minimum, Berlin expects that proposers will provide the following implementation deliverables/work products:

- 1) Project plan
- 2) System design/process design document
- 3) Testing scripts
- 4) Training materials

C.3 Hosting Services and Software as a Service

Berlin is interested in evaluating hosted systems and has made the strategic decision to invest in either hosted systems or managed services. With this project, Berlin will consider all system delivery methods.

C.4 Statement of Work

Berlin will require the development of a detailed statement of work that will build off of each proposer's submission to Section B.4. The statement of work will include and describe at least the following and may include additional items Berlin deems necessary:

- Project scope
- Project milestones and milestone pricing
- Project deliverables
- High level project schedule (listing of phases and go-live dates)
- Project resources
- Project roles and responsibilities
- Project change control procedures

C.5 Number of Users

It is difficult for Berlin to determine who will use the system as implementation of the system will result in a major change in the way that Berlin does business. All Town departments, if not all staff, will access the system. Proposers should utilize a minimum user count of 30 for licensing and training purposes. Proposals should include services to complete implementation and any appropriate training services to prepare all Town staff for using the system.

C.6 Data Conversion

As part of the system conversion Berlin must be able to extract approximately four years of data from the Town’s current financial system. Berlin understands the level of effort required to convert data and is interested in converting only essential data required for the new system. Proposers are required to indicate the proposed data conversions that are included in scope.

C.7 Current Applications/Interfaces

In addition to replacing its finance and utility billing system, the Town uses the following applications for major business functions. Information about these applications is provided for the proposer’s convenience. Berlin intends to discuss the future use of these applications during software demonstrations and contract negotiations.

The Town is exploring converting its electric and water meters to smart meters (Advanced Metering Infrastructure). The new system needs to interface effectively with that technology. Proposers are required to indicate how the proposed interfaces will be included in scope.

Current Systems		
Functionality	Current Application	In Scope for Interface
Time Entry/ Payroll	ADP	Interface
Handheld Meter Reader	Telzon	Interface
Handheld Meter Reader	Sensus	Interface
AMI	NextGrid	Interface
AMI	New	Interface

Section D: Contract Terms and Conditions

Below are standard contract terms and conditions that Berlin expects to be part of an agreement with the finalist proposer(s). Please indicate your willingness to comply with each condition by noting any exceptions per the instructions in section B.8 of this RFP. Contract terms in the final agreement should include but will not be limited to those listed below. Berlin will carefully evaluate any exceptions to the terms and conditions listed below.

D.1 Third Party Contracts

Berlin expects to enter into an agreement with any third party products that are included in a proposer's response, however the proposer shall take responsibility for the implementation of the third party product and any professional services will be included in the primary statement of work to be negotiated between Berlin and the proposer.

D.2 Key Personnel

The vendor shall not substitute key personnel assigned to the performance of this Contract without prior written authorization by Berlin. Berlin requires assurances as to the consistency and quality of vendor staffing for its project. Key points of Berlin's key personnel provision include:

- D.2.1** Berlin shall have the ability to interview and approve key personnel proposed by the vendor.
- D.2.2** Berlin shall have the right to dismiss key personnel from the project.
- D.2.3** Vendor key personnel may not be removed from the project without Berlin's approval.
- D.2.4** Vendor must provide a no-charge ramp-up period for any replacement key personnel.

D.3 Implied and Express Warranty

Products or services furnished as a result of this proposal shall be covered by the most favorable commercial implied warranties that the vendor and/or manufacturer gives to any customer. The selected vendor will expressly warrant that the proposed and implemented system will conform in all material respects to the in scope requirements and specifications as stated in this RFP including the functional requirements in Attachment 9 (Functional Requirements) for a period no less than 12 months after final acceptance. The rights and remedies provided herein are in addition to and do not limit any rights afforded to Berlin by any other clause of this proposal.

D.4 Express Warranty Remedy

Berlin requires that the vendor commit to repair or replace any function not working in the system during the life of the warranty. In the event a problem cannot be fixed or replaced, the vendor will refund the full amount paid for the software, implementation and any paid hosting and/or maintenance costs.

D.5 System Acceptance

For purposes of acceptance of the system (or portions thereof), Berlin intends to use a two-staged acceptance procedure for each phase and for the entire project. Key points include:

- D.5.1** "Conditional Acceptance" will essentially occur at go-live. Berlin will have up to forty-five (45) days to test the system ("pre-live testing") before going live.
- D.5.2** Berlin will have a 90-day period after Conditional Acceptance to "live test" the system. Live

testing is Berlin's opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to Berlin by the vendor during the course of the project.

- D.5.3** If after the live testing the system performs in accordance with the system specifications (including the design document and functional requirements), Berlin will issue "Final Acceptance." The 90-day time frame for Final Acceptance restarts if problems are found in the live test. Specifically, Berlin expects to document the date the problem is found and the date it is certified as fixed. The clock would restart on the date the problem is certified as fixed. The warranty period shall begin at the time of Final Acceptance.

D.6 Milestones

Berlin requires that all payments be based on successful completion of milestones. After Berlin's acceptance of the milestone, the vendor will invoice for any applicable milestone payments. Milestone payment amount shall either be a fixed fee or up to a not-to-exceed limit.

D.7 Retention

Berlin will retain ten percent (10%) of implementation fees billed at the completion of each milestone until Final Acceptance.

D.8 Additional Users and Modules

Berlin will require "price protection" for a minimum of two (2) years from the effective date of the agreement for additional Town users and modules that are listed in the proposal but are not initially purchased.

D.9 Functionality Replacement

For a period of five (5) years from the date of the agreement, if a new release of software removes functionality that was originally licensed to Berlin or if the proposer no longer supports software licensed to Berlin, whether through merger, acquisition, or decision by the proposer, the proposer agrees to provide equivalent alternative means for performing the same function at no additional cost to Town beyond payment of annual maintenance fees. Such maintenance fees will not exceed the originally those of the software product originally licensed to Berlin.

D.10 Annual Maintenance Increases

Berlin requires that increases in annual maintenance for the first ten (10) years after the date of the agreement be limited to no more than the lesser of the Consumer Price Index (CPI) or three (3) percent per year.

D.11 Insurance

The Contractor shall procure and provide at his own expense comprehensive automobile bodily injury and property damage insurance covering all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this contract with not less than the following units:

- | | | |
|----|-----------------|--|
| 1. | Bodily Injury | \$1,000,000 per person
\$1,000,000 per occurrence |
| 2. | Property Damage | \$1,000,000 per occurrence |

Contractor shall also obtain and pay premium for the following insurance:

1. Workmen's Compensation Maryland Statutory Limit
2. Comprehensive General Liability in an amount not less than \$1,000,000 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000 aggregate.

Prior to starting performance of the contract and for each extension of the contract, a certificate of insurance shall be furnished to Berlin. Insurance companies providing insurance must be acceptable to Berlin. Contractor agrees to provide the Mayor and Council of the Town of Berlin, Maryland a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the Mayor and Council of the Town of Berlin, Maryland within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. It shall be the Contractor's responsibility to make immediate notification to Berlin if any changes are made to the policy. The Mayor and Council of the Town of Berlin, Maryland shall be named as the certificate holder and as an additional insured to the liability coverage for the duration of the Contract as follows:

Berlin, its employees and officers shall be named as an additional insured, and insurance certificates furnished to Berlin shall indicate such coverage. Berlin will require the Certificate of Insurance evidencing the coverage before commencing work in connection with the contract. Failure to provide and continue in force such insurance shall be deemed a material breach of the contract.

D.12 Non-appropriation of Funds

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Mayor and Council of the Town of Berlin, Maryland. In the event that the Mayor and Council of the Town of Berlin, Maryland does not grant necessary funding appropriation/program approval, then the affected multi-year contract becomes null and void effective the termination date of the contract for the fiscal year for which such approvals have been denied.

D.13 Delivery of the Project Plan and Other Key Deliverables

The project plan is to be delivered within a contractually specified timeframe after contract signing. Delay or failure to complete in a timely manner in this regard will result in the assessment of liquidated damages up to \$1,000 per day. Other key deliverables (Design Document, Go-Live Date, and any other deliverable that can be deemed substantially the responsibility of the vendor) will also be subject to the assessment of liquidated damages up to \$1,000 per day if the vendor misses these key timeframes.

D.14 Indemnification

Nothing contained in the proposal shall be construed to constitute the Vendor an agent of Berlin, Maryland.

The proposing Vendor shall indemnify, keep and save harmless Berlin, its agents, officials and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses which may or otherwise accrue against Berlin in consequence of the granting of a contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the contract recipient or his employees, of the subcontractor or his employees, if any, the contract recipient shall, at his own expense, appear, defend and pay all charges of

attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against Berlin in any such action, the contract recipient shall at his own expense, satisfy and discharge the same.

The Proposer expressly understands and agrees that any performance bond or insurance protection required by this RFP or subsequent contract, or otherwise provided by the contract recipient, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Berlin as herein provided.

D.15 Laws Governing

Any contract resulting from this RFP shall be governed by and construed according to the laws of the State of Maryland. Venue for any action related to Berlin's contract with the successful proposer shall be in Worcester County, Maryland.

Section E: Attachments

E.1 Attachment A (RFP Submittal Checklist)

Submittal Checklist		
Section	Item	Submitted
B.1	Executive Summary and Introductory Materials	
E.2	Attachment 1 (Signature Page)	
B.2	Company Background	
E.3	Attachment 2 (Company Background)	
E.4	Attachment 3 (Reference Form)	
E.7	Attachment 3 (Reference Form)	
B.4	Implementation Plan and Statement of Work	
E.9	Attachment 8 (Staffing)	
B.5	Responses to Functional Requirements	
E.10	Attachment 9 (Functional Requirements)	
B.7	Ongoing Support and Hosting Services	
E.6	Attachment 5 (Hosting Options)	
E.7	Attachment 6 (Proposed Service Level Agreement)	
E.8	Attachment 7 (Maintenance and Support)	
B.7	Exceptions to the RFP	
B.8	Sample Documents	
E.11	Attachment 10 (Cost)	

E.2 Attachment 1 (Signature Page)

The undersigned proposer having examined this RFP and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that the proposer will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that the proposer will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as proposed.

Submitting Firm: _____
Address: _____
Town: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Information:

Name: _____
Title: _____

Address: _____
Town: _____ State: _____ Zip: _____

Email: _____
Phone: _____
Cell Phone: _____
Fax: _____

E.3 Attachment 2 (Company Background)

Complete one form for each firm included in the proposal.

Company Background	
Company name:	
Location of corporate headquarters:	
Proposer Experience:	
Past merger/acquisition history for proposed products:	
# of years in business:	
# of clients using proposed software/services	
# of clients using the proposed version of the software	
# of clients using proposed version of software for electric utility billing	
# of other public sector clients in Maryland using proposed version of software/services:	
User Group:	
Identify national and regional user groups	
Explain the purpose and function of user groups	
About the Company	
Number of Total Employees:	
Number of Employees Providing Implementation Services (if applicable)	
Number of Employees Supporting Product (Maintenance and Support) (if applicable)	
Turnover rate for support staff (% per year and for each of the past five years)	
Location and Hours of Support	
Number of Employees Dedicated to Product Development (if applicable)	
Percentage of Revenue for Product Development (Specific to proposed product)	
Other	
Other Products / Services Offered by Firm by Not Proposed	
Please list any claims or litigation against the firm in the previous five years	

E.4 Attachment 3 (Reference Form)

Please provide at least three (3) references for past projects that include products and services similar to those proposed for this RFP. Please use the following format in submitting references.

GENERAL BACKGROUND

Name of Client: _____

Project Manager/Contact: _____ Title: _____

Phone: _____ E-mail: _____

Software Program/Version: _____

Summary of Project: _____

Number of Employees: _____ Size of Operating Budget: _____

PROJECT SCOPE

Please indicate (by checking box) functionality installed:

- | | |
|--|---|
| <input type="checkbox"/> Core Financials | <input type="checkbox"/> Electric Utility Billing |
| <input type="checkbox"/> Utility Billing | <input type="checkbox"/> Personal Property tax |

TECHNOLOGY INFORMATION

Hosted? Yes _____ No _____ If yes, hosting provider _____

IMPLEMENTATION INFORMATION

Project Duration: _____

Initial Go-Live: _____

Version Implemented: _____

Current Version: _____

Describe Role on Project: _____

Project Challenges: _____

Major Accomplishments: _____

E.5 Attachment 4 (Technical Specifications)

Technical Specifications	
Technology Architecture	
Is the system available to be hosted by Berlin?	Yes/No
Network requirements	
Database requirements	
Server requirements	
Can servers be virtualized? If so, which virtual platforms are supported?	
Desktop/Laptop Operating System Compatibility	
Mobile Operating System Compatibility	
Browser Compatibility	
Administration Toolsets/Skills	
What programming languages and skills required to maintain software	
What tools are available to customize/modify software and database (example: add fields, change forms)	
How are changes/customizations/modifications identified and supported as part of future upgrades	
Security	
Does system support active directory?	
Does system support single sign on?	
Network Bandwidth	
What are the bandwidth requirements for optimal performance?	
Interfaces	
Interface Options/Approaches to Interface with Third Party Systems	
Please list available web services	
Reporting	
Reporting Tools Supported	
Required Reporting Tools	

E.6 Attachment 5 (Hosting Options)

*Attach additional pages if necessary

Alternative Delivery Options	
Options	
Is system available through ASP model (Town owns license; system hosted by vendor)	Yes/No
Is the system available through SaaS model (Town pays monthly service fee)	Yes/No
Is the system available through a managed services model (Town owns and hosts system; vendor maintains system)	Yes/No
Where is the data center and disaster recovery data center located?	
Network Bandwidth	
If ASP or SaaS, what are the internet bandwidth requirements for optimal performance?	
Contract	
Describe any minimum contract periods (example: Minimum of 5 year)	
After contract period, is it possible to transition to self-hosted model? Describe what is required for transition and cost	
Proposed Services	
Number of database instances (please list)	
Describe proposed application availability service level	
Security	
Describe security including firewalls, authentication, and architecture of data center	
Describe network level security	
Describe physical security of data center	
Support	
Describe operations support	
Describe back up procedures and testing of backups and other quality assurance processes to ensure the backup is working correctly.	
Describe process for installing patches and updates	
Describe process for roll-back of patches and updates if major functionality is broken as a result of the patch and/or update	
System Access	
If proposed services include managed services that include the vendor maintaining a system on Town hardware, what would be required for the vendor to access the system?	

E.7 Attachment 6 (Proposed Service Level Agreement)

If hosting services are proposed, please complete the following table identifying proposed service level guarantees. For each service, please indicate the metric used to measure the service quality, the proposed requirement (target for service), and the proposed remedy/penalty if guarantee is not met.

Proposed Service Level Guarantees			
Service	Metric	Requirement/ Guarantee	Remedy if Not Met
System Availability (Unscheduled Downtime)			
System Response (Performance)			
Issue Response Time			
Issue Resolution Time			
System Data Restore			
Implementation of System Patches			
Please list other proposed service levels			

Proposed Service Level Guarantees	
How is performance against service levels reported to Berlin	
Describe process for Town reporting issue to the vendor	

E.8 Attachment 7 (Maintenance and Support)

Proposed Maintenance and Support	
Post-implementation Support:	
Days of on-site support after go-live	
Other on-site support after go-live (month end, quarter end, year end, open enrollment, etc.)	
Telephone Support:	
Hours available (and time zone)	
Problem Reporting and Resolution Procedures	
Response time for various levels of severity	
User Groups:	
Local User Group	
User Group Members (number)	
Third Parties:	
Support provided for third party products?	
Upgrades/Patches:	
Upgrade Frequency (major and minor releases)	
How are upgrades delivered?	
Are upgrades required?	
How many versions are currently supported?	

E.9 Attachment 8 (Staffing)

(See Separate Excel Spreadsheet)

E.10 Attachment 9 (Functional Requirements)

(See Separate Excel Spreadsheet)

E.11 Attachment 10 (Cost)

(See Separate Excel Spreadsheet)