

REQUEST FOR PROPOSALS



**TOWN CLERK'S OFFICE COMPREHENSIVE OPERATING SYSTEM**

**CONTRACT # 2009-06/29/2017**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

## **TABLE OF CONTENTS**

<b>I.</b>	<b>INTRODUCTION</b>	
A.	General Information .....	1-2
B.	Terms of Engagement.....	2
<b>II.</b>	<b>DESCRIPTION OF THE GOVERNMENT</b>	
A.	General & Background Information .....	2
B.	Town Clerk Services.....	2-4
<b>III.</b>	<b>NATURE OF SERVICES REQUIRED</b>	
A.	General.....	4
B.	Scope of Work to be Performed .....	5
C.	Reports to be Issued.....	5
D.	Qualifications.....	6
E.	Special Considerations .....	6
<b>IV.</b>	<b>GENERAL REQUIREMENTS.....</b>	<b>6</b>
<b>V.</b>	<b>PROPOSAL REQUIREMENTS</b>	
A.	General Requirements.....	7
B.	Project Approach.....	7-8
C.	Acceptance.....	8
D.	Proposal.....	8-9
E.	Costs.....	9-10
<b>VI.</b>	<b>EVALUATION PROCEDURES</b>	
A.	Selection Committee.....	11
B.	Evaluation Criteria.....	11-12
C.	Final Selection.....	12
D.	Right to Reject Proposal.....	12
<b>VII.</b>	<b>SUBMISSION, DEADLINE &amp; QUESTIONS.....</b>	<b>10-11</b>
<b>VIII.</b>	<b>TERMS OF CONTRACT AND PRELIMINARY SCHEDULE.....</b>	<b>12</b>

**IX. CONTRACT MANAGEMENT**

A. Warranty.....13

B. Additional Data.....13

C. A Letter of Transmittal.....13-14

**X. AWARD.....14**

**XI. INSURANCE AND INDEMNIFICATION**

A. Insurance.....14-15

B. Indemnification.....15-16

**APPENDICES**

A. Appendix A – Questionnaire.....17-20

B. Appendix B - Submitting Vendors Guarantees and Warranties.....21

C. Sealed Dollar Cost Fee Proposal.....22

## I. INTRODUCTION

### A. INTENT AND GENERAL INFORMATION

The Town of Vernon and (hereinafter “Town”) is seeking a qualified vendor to undertake the implementation, installation, and maintenance of a comprehensive operating system for the Town Clerk’s Office which would allow for all the current capabilities as well as establishing added flexibility and versatile internet functions including the capability for e-government and web based access.

The intent is to implement a comprehensive operating system or any part of an all-inclusive system which is utilized to manage and process all or some of the following functions: land recording, map recording, vital records (births, deaths, marriages, burials and ancient records), dogs, veterans, trade names, justices of the peace, notaries, and absentee ballots. The current systems are Access and Window based and allow for the processing of data through relational databases and extensive reporting capability both on screen and in hardcopy.

Addendum(s) to the RFP, including additional information, may be issued by the Town. When issued, addendum(s) will be posted on the Town’s website under the “Request for Proposals” link. It is the Respondent’s responsibility to check to see if RFP addendum(s) have been issued by the Town and to ensure that its proposal addresses all addendum(s).

To be considered, Town Administrator John D. Ward **must receive five (5) sealed copies of a proposal, by 2:00 p.m. on June 29, 2017 at 14 Park Place, Vernon, Connecticut, 06066.** The Town of Vernon reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by a five (5) member Selection Committee composed of the Town Clerk, the Assistant Town Clerk, the Town Administrator, the Assistant Town Administrator and the Director of Information Technology or his designee.

During the evaluation process, the Selection Committee and the Town of Vernon, hereon referred to as the (“Town”) reserve the right, where it may serve the Town of Vernon's best interest, to request additional information or clarifications from Submitting Vendors, or to allow corrections of errors or omissions. At the discretion of the Town or the Selection Committee, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Town of Vernon reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the vendor of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Vernon and the vendor selected.

It is anticipated the selection of a vendor will be completed by the week of July 17, 2017. Following the notification of the selected vendor, it is expected an engagement letter will be executed between both parties within 30 days of approval.

By submitting a proposal, the Respondent certifies that no officer, agent or employee of the Town who has a pecuniary interest in this request for proposal has / nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Respondent of the same call for proposals, and that the Respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or vendor. Respondents must fully disclose, in writing to the Town on or before the closing date of this RFP, the circumstances of any possible conflict of interest if the Respondent were to become a contracting party pursuant to this RFP. The Town shall review any submissions by Respondents under this provision and may reject any Proposals where, in the opinion of the Town, the Respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Respondent were to become a contracting party pursuant to this RFP. All consultants who contract with the Town are subject to the Town's Code of Ethics.

**B. Terms of Engagement**

A five (5) year contract is contemplated, subject to the annual availability of an appropriation.

**II. DESCRIPTION OF THE GOVERNMENT**

**A. General and Background Information.**

The Town of Vernon, located in the northeast part of the state, serves an area of 18.6 square miles with a population of 28,959. The Town was originally part of Bolton, Connecticut, and was incorporated as a separate township in October 1808. In 1965, the Town, in its current form, was created when the Town, the City of Rockville and the Vernon Fire District were consolidated. The Town's fiscal year begins on July 1 and ends on June 30.

**B. Town Clerk Services**

The Town Clerk's Office provides the following services to its residents:

1. Mandated Services Offered:

- a) Land and Map Recordation
- b) Election Preparation, Absentee Ballots
- c) Voter Registration
- d) Notary Public Services/Registration/Certification
- e) Veteran Registration
- f) Certified Copies of Vital (Birth, Marriage, Death) Records

- g) Cremation Burial & Disinterment Permits issued
- h) Marriage Licenses
- i) Civil Union Licenses
- j) Calendar of Regular Meeting Dates
- k) Sporting Licenses
- l) Dog Licenses
- m) State Conveyance Tax Return Processing
- n) Trade Name Registration
- o) Liquor Permit Registration
- p) Foreclosure/ Property Management Registration

2. Mandated Records Maintained and Indexed for Public Inspection:

- a) Land Record and Map Indexes
- b) Election/Referendum Statistics
- c) Elected and Appointed Officials Data
- d) Minutes and Agendas of Town Meetings
- e) Vital Statistic Indexes
- f) Burial Book/Sexton's Returns
- g) Town Legal Opinions
- h) Town Ordinances/Code Book
- i) Veteran Records
- j) Trade Name Records
- k) Writs and Claims Notification
- l) Liquor Permits
- m) Notary Public Signature Cards

3. Mandated Repository of Permanent Records:

- a) Contracts and Agreements
- b) Budgets and Annual Reports
- c) Miscellaneous Correspondence/Information
- d) Current and Previous Town Charters
- e) Land Records
- f) Land Records Indexes
- g) Birth Certificates
  - a. Affidavits
  - b. Statements of Parentage
  - c. Foundling Reports
  - d. Indexes
  - e. Name Changes
- h) Marriage/Civil Union Certificates
  - a. Affidavits
  - b. Consents
  - c. Indexes
- i) Death Certificates

- a. Burial Permits
- b. Cremation Certificates
- c. Disinterment Permits
- d. Indexes
- j) Master Vitals Indexes
- k) Burial Record Book
- l) Minutes
- m) Honorable Discharges/Separation Papers (Veterans)
- n) Trade Name Certificates
- o) Town Record Book
- p) Election Results
- q) Justice of the Peace Appointments
- r) Warnings of Election and Referenda
- s) Writ of Special Election
- t) Recanvas of Election Results
- u) Resignations of Elected Municipal Officials
- v) Vacancy in Elective Office
- w) Labor Contracts
- x) Town Attorney Opinions
- y) Records Disposal Authorizations

### **III. NATURE OF SERVICES REQUIRED**

#### **A. The Town Clerk's Office seeks vendor products and services that will improve its efficiency in providing the following services:**

##### **1. Mandated Services:**

- a) Land and Map Recordation
- b) Dog Licenses
- c) Trade Name Registration
- d) Liquor Permit Registration

##### **2. Mandated Records:**

- a) Land Record and Map Indexes
- b) Minutes and Agendas of Town Meetings
- c) Vital Statistic Indexes
- d) Burial Book/Sexton's Returns
- e) Town Ordinances and Resolutions
- f) Veteran Records
- g) Trade Name Records
- h) Liquor Permits
- i) Notary Public Signature Cards

## **B. Scope of Work to be Performed**

This section describes the anticipated responsibilities of the selected vendor. Following the final selection the responsibilities will be more specifically defined and detailed in an agreement to be negotiated between the Town and the selected organization.

The selected organization will (at a minimum):

1. Provide the Town with the software, hardware if needed, maintenance and other related services for a comprehensive or any part of an all-inclusive Town Clerk's office operating system, such as described in Section 1 and detailed in the attached Town Clerk Functional Requirements 2017 questionnaire. (See Functional Requirements Appendix A)
2. Provide in a timely manner the delivery, installation, training, support, service and maintenance for the chosen system.
3. Work with the current vendor and the town to develop site specific detailed project plans, which will include major milestones, deliverables, detailed timelines, and projected implications of any process or system errors and back out plans in the case of conversion failures.
4. The vendor will be responsible to work closely and effectively with the current vendors and the towns to insure all data is converted to the chosen system format and that the systems are ready to be implemented according to the agreed timeline.
5. The vendor must have sufficient staff to assure prompt delivery of services, completion of assigned tasks, acceptance testing, training, staff support and any ongoing service and maintenance.

## **C. Reports to be Issued:**

1. Detailed reports indicating cashiering activity including a breakdown of services provided, surcharges collected, payment types such as cash, check or charge, change returned, number of documents and types recorded that can be reported daily, weekly or yearly for auditing purposes and financial reconciliation.
2. Dog License reports by owner, street, tag number and breed.
3. Land record daily reports, indexed by Grantor/Grantee with quarterly, yearly, 5 and 10 year merges. These reports also include property address, where documents returned and document types.
4. Maps indexed by title, street and assigned number.
5. Indexes for Veteran's records, Liquor Permits and Trade Names by owner name, business name or assigned number.
6. Indexes for vital statistics (births, marriages, deaths, burials, cremations) alphabetically and by date of occurrence.
7. Notary Public cards indexed alphabetically and by assigned number.
8. Town Ordinances and Resolutions indexed by title and assigned number.
9. Minutes and agendas indexed by commission title and dates of meetings.
10. Foreclosure/Property Management indexed by title, street and assigned



number.

**D Qualifications**

Eligible Vendors have to demonstrate essential qualifications including the following:

1. Experience and expertise in regard to the operations, structure, staffing, and procedures critical to the implementation, installation and maintenance of this type of system.
2. A proven track record of successfully completed installations and maintenance.
3. Knowledge of federal and state laws and regulations governing municipal operations.

**E. Special Considerations:**

1. Ability for other Town departments to search some of the programs as related to their department.
2. Ability to make land records accessible online.
3. Ability to integrate e-recording in the land record program.
4. Word searchable capabilities where possible.
- 5.

**IV. GENERAL REQUIREMENTS**

All vendors must adhere to the following conditions:

- 1 All proposals in response to this RFP are to be the sole property of the Town. Vendors are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.
- 2 Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the Town.
- 3 The Town may amend the terms or cancel this RFP any time prior to the execution of a contract for these services if the Town deems it to be necessary, appropriate or otherwise in the best interests of the Town. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At its option, the Town may provide all Vendors with a limited opportunity to remedy any technical deficiencies identified by the Town as a result of their initial review of proposals.
- 4 Any additions, deletions or changes in the Vendor's personnel assigned to the projects must be approved by the Town, with the exception of personnel who

have terminated employment. At its discretion, the Town may require the removal and replacement of any of the Vendor's personnel who do not perform adequately, regardless of whether they were previously approved by the Town.

- 5 All subcontractors hired by the Vendor must have prior approval of the Town.
- 6 The Vendor represents and warrants that the proposal is not made in connection with any unspecified Vendor and is in all respects fair and without collusion or fraud.
- 7 All responses to the RFP must conform to instruction. Failure to comply with any requirement of this RFP may be considered appropriate cause for rejection of the response.
- 8 The contract document will represent the entire agreement between the Vendor and a specific Town and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The contract may be amended only by means of a written instrument signed by the Town and the Vendor.

## **V. PROPOSAL REQUIREMENTS**

### **A. General Requirements: The proposal shall include:**

- i. Information about the Vendor The name, location, mailing address, telephone number, email address. Contact information for: 1) the individual with authority to negotiate and contractually bind the Vendor and 2) for those who may be contacted for the purpose of clarifying the information provided in the proposal.
- ii. Philosophy Statement.
- iii. Summary of Relevant Experience and Ability.
  - a. Personnel Listing.
  - b. References.
  - c. Conflict of Interest. Vendors, please note that the Town of Vernon has a Code of Ethics that requires Vendor compliance. The code forbids certain Town employees from working for parties that may seek Town business within six months of separating from the Town. The Code also restricts Town employees and officials from taking gifts, favors, etc. from parties that may conduct business with the Town. See the Town's ordinances online for more information.

- B. Project Approach** – The Vendor is required to describe in detail the project plan to be utilized to design, test, implement, install, train, support, service and

manage the all- inclusive office operating system requested in this RFP. The description should include but not limited to the following:

- System Design, Installation, Training, Testing and Acceptance: The description should clearly detail who is responsible for system design, installation, user and acceptance testing, proof of demonstrated capabilities and maintenance. For technical information refer to the XML and eRecording Standards documents associated with this RFP.
- System and Installation - all applications, software, and services specified or offered. The proposed system must provide an integrated utility that can be used by the end-user to manually export data in a JE ASCII file format. The utility should allow the end-user to create, schedule and automatically run ad hoc data exports. An example is to provide a financial system, such as Munis 11.2, with an export of transaction data on a daily basis.
- Systems Management and Training – Support and training should include but not limited to a complete overview of all of the functions and features, detailed technical operation and system troubleshooting for any and all system administrators, staff, IT and public users. The time line and length of training and support provided to staff, IT and system administrators must also be included.

C. **Acceptance** - The vendor shall provide a test and acceptance component to their proposal. The following items shall be the minimum acceptable criteria for test and acceptance plans.

- i. The test plan shall include component functionality of all system software and any hardware, how each of the functional specifications are to be tested, the method of verifying the results, and the expected results.
- ii. All tests shall be conducted in the presence of a representative of the Town. The Town, at its option, may elect not to be present for all or any part of the Vendor's own testing procedures.
- iii. A document constituting partial acceptance and the date of acceptance, a quality review meeting to examine test results and initiate the next phase and upon successful completion of every element of the testing a written acknowledgment that the system meets or exceeds the specifications.
- iv. Upgrade Ability - Vendor shall illustrate in detail how their system is upgraded on an annual basis under a maintenance agreement. This can be best evidenced by illustrating annual changes in product functionality over the past three years. The vendor shall also indicate the architectural limit of their system without a major hardware change out, such as server replacement.
- v. Services Expected of the Town: Identify the nature and scope of the services and information to be provided by the Town and current vendor.

D. The **Proposal** is to include the following:

- i. Title Page

Title page showing the request for proposal's subject; the submitting vendor's name; the name, address and telephone number of a contact person; and the date and contract number of the proposal.

ii. Table of Contents

iii. Transmittal Letter

A signed letter of transmittal briefly stating the Submitting Vendor's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the vendor believes itself to be best qualified to perform the engagement and a statement that the proposal is a vendor and irrevocable offer for the period covered.

iv. Detailed Proposal

The detailed proposal should address all the points outlined in the request for proposals (excluding any cost information which should only be included in Appendix C

v. Guarantees and Warranties

Executed copies of Submitting Vendor Guarantees and Submitting Vendor Warranties attached to this request for proposals (Appendix B).

E. **COSTS** the Submitting Vendor shall submit an original and five copies of a **"Sealed Dollar Cost Fee Proposal"** attached to this request for proposals (Appendix C).

i) **Cost Proposal**: A cost proposal addressing the elements of the work to be performed in accordance with this RFP shall be submitted. The Vendor shall indicate any and all costs that are considered necessary for the successful completion of the project. The Towns shall use these figures as a basis for negotiated agreements resulting from this RFP.

ii) The proposal shall be in sufficient detail to include any and all software, hardware, and number of staff hours and cost to successfully implement, install, service and maintain the required system. The structure of the proposal shall include:

- (1) The total cost for the overall comprehensive system
- (2) Subtotals for the implementation and installations of:
  - (a) Any one of the nine databases detailed in the Town Clerk Functional Requirements 2016 questionnaire in the RFQ (including search/inquiry, reporting and software),
  - (b) Cash Receipting
  - (c) Document Management
  - (d) Any required hardware.
- (3) Annual maintenance costs, the ceiling on increases for maintenance and proposed maintenance payment terms
- (4) Proposed project payment terms and milestones

**1. *Total All-Inclusive Maximum Price***

The Sealed Dollar Cost Fee Proposal, hereon referred to as “dollar cost bid”, shall contain all pricing information relative to performing the engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The Town will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost bid. Such costs should not be included in the proposal.

**2. *Rates for Additional Professional Services***

If it should become necessary for the Town of Vernon to request any additional services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Town and the vendor. Any such additional work agreed to between the Town and the vendor shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid in Appendix D.

**VI. SUBMISSION, DEADLINE & QUESTIONS**

An original and five (5) copies of the proposal shall be placed in a sealed envelope, bearing the name and address of the vendor and clearly marked with the words, RFP Town Clerk’s Office Comprehensive Operating System. Please also provide an electronic copy of the proposal via the following address: [jward@vernon-ct.gov](mailto:jward@vernon-ct.gov)

**All proposals must be received by 2:00 pm Thursday, June 29, 2017. E-mailed, faxed or late bids will not be accepted.**

Proposals should be delivered to:

Town of Vernon, Connecticut  
John Ward, Administrator  
Town of Vernon  
14 Park Place  
Vernon, CT 06066

All proposals will be opened publicly and recorded as received. There will be no public reading of proposals or viewing of proposals.

Copies of the RFP are available online at the Town of Vernon website at [www.vernon-ct.gov/legal-notices](http://www.vernon-ct.gov/legal-notices) with reference to Contract # 2009-06/29/2017 and

at the Department of Administrative Services website at [www.das.ct.gov](http://www.das.ct.gov) . Information concerning this Request For Proposal may be obtained by contacting Victoria Rodriguez at (860) 870-3658

All questions about the proposals should be directed to Bernice Dixon, Town Clerk, by e-mail at [bdixon@vernon-ct.gov](mailto:bdixon@vernon-ct.gov) , with copies to John Ward, Town Administrator, by e-mail at [jward@vernon-ct.gov](mailto:jward@vernon-ct.gov) , no later than 5:00 PM on Tuesday, June 20, 2017. Answers to all so received questions shall be posted by Monday, June 26, 2017 on the Town's website under the bid section at <http://www.vernon-ct.gov/legal-notice> with reference to Contract #2009-06/29/2017. Answers to questions, if appropriate, will be addressed in an addendum that will be issued by the Town of Vernon and posted on the Town's website (see the Request for Proposal pages). No addendum will be issued after Thursday, June 29, 2017 unless it is to postpone the RFP deadline. It is the sole responsibility of respondents to review any or all addendum or question responses. All proposals shall remain vendor and cannot be withdrawn for a period of 90 days after receipt of proposals.

In order for a submitting Vendor to be considered, the original technical proposal and dollar cost fee proposal, together with five (5) copies is required by Thursday, June 29, 2017, at 2:00 PM.

Submitting Vendors should send the completed proposal consisting of the **two (2) separate** envelopes to the following address:

Mr. John D. Ward, Town Administrator  
14 Park Place, Vernon, Connecticut 06066

Envelope #1: Technical Proposal

Envelope #2: Sealed Dollar Cost Fee Proposal

## **VII. EVALUATION PROCEDURES**

### **A. Selection Committee**

Proposals submitted will be evaluated by a five (5) member Selection Committee composed of the Town Clerk, the Assistant Town Clerk, the Town Administrator, the Assistant Town Administrator and the Director of Information Technology or his designee.

### **B. Evaluation Criteria**

The following represents the principal selection criteria that will be considered during the evaluation process of proposals.

The following criteria are expected to be among those used in the selection process.

They are presented as a guide for the Vendor in understanding the Town's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- Proposed Project Approach
- Emphasis on the Vendors overall ability to deliver the functional requirements addressed through the RFQ process
- Soundness of the Vendor approach to system design, installation, acceptance testing, system support and service record, effective use of time and the quality of the overall proposal
- Proposed costs
- Experience, expertise, and capabilities of the Vendor.
  - a. The vendor's past experience and performance on comparable government engagements.
  - b. The quality of the vendor's professional personnel to be assigned to the engagement and the quality of the vendor's management support personnel to be available for technical consultation.
- Oral Presentations

During the evaluation process, the Selection Committee may, at its discretion, request any one or all vendors to make oral presentations. Such presentations will provide vendors with an opportunity to answer any questions the Selection Committee may have on a vendor's proposal. Not all vendors may be asked to make such oral presentations.

### **C. Final Selection**

The Selection Committee will recommend a vendor for approval by the Town Council.

It is anticipated that a vendor will be selected by the week of July 17, 2017. Following notification of the vendor selected, it is expected a contract will be executed between both parties within thirty (30) days of approval.

### **D. Right to Reject Proposals**

Submission of a proposal indicates acceptance by the vendor of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Vernon and the vendor selected.

The Town of Vernon reserves the right without prejudice to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms and to waive minor inconsistencies with the request for proposal.

## **VII. TERM OF CONTRACT AND PRELIMINARY SCHEDULE**

The Town is seeking to have the scope of services completed by the end August 2017. The term of the contracts to implement and install the operating systems will be as negotiated between the Town and the selected Vendor.

The preliminary project milestones' schedule is shown below:

June 29, 2017	Opening Date. Proposals Due
Week of July 10, 2017	Selection Committee reviews proposals
Week of July 17, 2017	Selection of Vendor
Week of July 24, 2017	Contract awarded; subject to final negotiations.

## **VIII. CONTRACT MANAGEMENT**

The selected Vendor will assign one qualified individual for the town, who will be the project manager, responsible for directing and coordinating the activities of the vendor's personnel and subcontractors in all aspects of the project.

The Town reserves the right to reject any or all of the proposals submitted. The Town reserves the right to negotiate the cost of the proposal and to award the work to a vendor other than the vendor with the lowest cost, if it is in the best interest of the Town.

### **A. Warranty**

- Service: Each Vendor shall provide full warranty service on all software and services for the period of the contract agreement. The level and scope of this service shall be described in detail as a part of each Vendor's proposal. At minimum the service proposal should highlight the following
- Experience level of staff
- Management and supervision of the technical staff
- Typical response time and typical resolution time
- Escalation procedures

### **B. Additional Data**

- Any additional information that the Vendor wishes to bring to the attention of the Town that is relevant to this RFP.

### **C. A Letter of Transmittal**



Include a statement accepting all terms and conditions and requirements contained in this RFP and the agreements that shall be negotiated.

**All proposals must be signed by the Vendor's authorized official or the proposal will not be accepted.**

The Town of Vernon will not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a selection committee.

## **IIX. AWARD**

The Town intends to award a contract to one Vendor, but recognizes that subcontractors may be utilized to complete certain phases or components of the project or system.

## **IX. RIGHTS RESERVED TO THE TOWN**

The Town reserves the right to award in whole or in part, or to reject any and all proposals in whole or in part for misrepresentation or if the Vendor is in default of any prior contract with the Town, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The Town also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the Town will be served.

The Town reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Vendor and subsequently awarding the contract to another Vendor. Such action on the part of the Town shall not constitute a breach of contract on the part of the Town, as the contract with the initial Vendor is deemed to be invalid from the outset and of no effect, as if no contract ever existed between the Town and the Vendor.

While cost is a consideration, the Town reserves the right to select a proposal or proposals in whole or in part, which the Town deems best meets the goals of this RFP regardless of cost.

## **X. INSURANCE AND INDEMNIFICATION**

### **A. Insurance**

The selected Vendor shall be required to furnish a Certificate of Insurance evidencing

the following insurance coverage within five (5) days of receipt of Notice of Selection. Failure to maintain insurance coverage as required and to name the Town of Vernon, as the Additional Insured will be grounds for termination of the contract.

- **Commercial General Liability Insurance**

The Vendor shall provide Commercial General Liability (CGL) insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage. The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- **Professional Liability Insurance.**

The Vendor shall provide Professional Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate.

Each Policy of Insurance, with the exception of Professional Liability and Worker's Compensation Policies shall include a waiver of subrogation in favor of the Town of Vernon, and shall provide no less than thirty (30) days' notice to the Town in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the Town of Vernon, as an additional insured.

Certificates of Insurance, acceptable to the Town of Vernon, shall be delivered to the Town prior to the commencement of the work and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the Vendor shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

**B. Indemnification:**

The Vendor shall indemnify and hold harmless the Town of Vernon, their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from the performance of the work. Additional Terms and Conditions:

The Vendor shall provide services as set forth in the proposal and in accordance with the terms identified herein.

- **Invoices.** The Town of Vernon, will pay the Vendor for services performed in accordance with the signed Agreements. Invoices will be submitted

periodically or upon completion of services rendered. The Town reserves the right to request substantiating information on any bill submitted. The Town will, within 30 days of an approved invoice, pay the amount to the Vendor.

- Mediation. All claims, disputes or other matters in question between the parties to these Agreements arising out of or relating to these Agreements or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under these Agreements to mediation, each party shall designate its representative and shall meet at the Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, and then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, the acceptable third party may mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreements shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to court.

- Equitable Relief. Nothing herein shall prevent either party from obtaining a court order enforcing the mediation process or such other temporary or equitable relief until such time that the dispute is settled or finally adjudicated.

## **APPENDICES**

- A. Functional Requirements
- B. Submitting Vendors Guarantees and Warranties
- C. Sealed Dollar Cost Fee Proposal

**Vendor Functional/Technical Response Answer Key**

<b>Vendor Response Code Column</b>	<b>Description</b>
Y = Yes	Requirement <u>currently exists</u> in proposed system and can be demonstrated.
N = No	Requirement is <u>not available</u> and cannot be provided.
D = Under Development	Requirement is currently <u>under development</u> , in Beta test, or not released, but <u>will be available</u> in proposed system.
M = Minor Modification	Requirement will be <u>met</u> by <u>minor modifications</u> to existing software and will be available in proposed system.
C = Major Customization	Requirement could be met by major modifications to existing software, but <u>will not</u> be available in the proposed system.
T = Software Tools	Requirement <u>could be met</u> by the use of <u>supplied user tools</u> , such as a report writer or query language.
3 = Third-Party Vendor Application	Requirement <u>will be met</u> with another vendor's application or product.
O = Other	Other – see comments.
<b>XML Compliance Code Column</b>	<b>Description</b>
X = XML Compliant	XML COMPLIANT DEFINITION: XML Compliant for this RFP is defined in terms of three W3C definitions. 2-23.1.1.1.1.1 Data for interchange must be expressed in “well formed XML” according to W3C standards (tagging and syntax parsible without errors). 2-23.1.1.1.1.2 XML Schema must be provided or be generable using the vendor's DBMS (e.g. MS SQL Select statement with XML schema extensions) 2-23.1.1.1.1.3 There must be XSLT Language Programming Professional Service support for translating one XML document into another XML document or other text-based format to support integration of applications (e.g. Data translation processing in preparation for DBMS loading/insertion or API use).
N = Non-Compliant	Does not fit the preceding definition of Compliance
BLANK = Non-Compliant	No Response

<b>TOWN OF VERNON</b> Town Clerk Systems RFQ APPENDIX A: FUNCTIONAL REQUIREMENTS				
Response Codes: Y=Yes, N=No, D=Under Development, M=Minor Modification, C=Customization Required, S=Software Tools, P=Partner				
ITEM #	REQUIREMENT	RESPONSE CODE	XML COMPLIANCE CODE	EXPLANATION OR COMMENT
D	<u>Query and Search</u> - SHOULD BE AS EASY AND AS FLEXIBLE AS POSSIBLE AND WEB BASED			
D-1	<u>INSTRUMENT SEARCH</u>			
D-1-1	MUST HAVE THE ABILITY TO FORWARD OR BACKWARDS TO PREVIOUS OR NEXT DOCUMENT WITHOUT GOING BACK TO THE INDEX (i.e. A WARRANTY DEED HAS BEEN ACCESSED AND THE PERSON WANTS TO SEE THE NEXT MORTGAGE OR ASSIGNMENT - ALSO SHOULD BE ABLE TO MOVE EASILY BETWEEN RECORDS, MAPS, etc.			
D-1-2	The application shall allow users to search for instruments using the following:			
D-1-3	SURNAME, GIVEN NAME & CORPORATE			
D-1-3-1	- Date -- including ranges			
D-1-3-2	- Document Group or Individual Type			
D-1-3-3	- Book and Page Number			
D-1-3-4	- All Legal Descriptions			
D-1-3-5	- Instrument Number			
D-1-3-6	- Consideration Amount			
D-1-3-7	- Case Number			
D-2	<u>RETURN TO: ADDRESS</u>			
D-2-1	The ability to customize search descriptions by the Town (e.g. party names may be customized to display as 'Grantor/Grantee')			
D-2-2	The ability to have the search options made available or to have them removed by Town discretion.			

D-2-3	The System must support the deletion and re-scanning of pages/documents before and after recording takes place. Supervisor overrides should be required for any alterations to transactions or documents after recording takes place.
D-2-4	The ability to control maximum number of records returned for a search (customizable by the Town discretion).
D-2-5	The ability to determine sort order for records returned in search.
D-2-6	The ability to apply additional filters to original search results.
D-3	<b><u>GRANTOR/GRANTEE Search</u></b>
D-3-1	The application shall allow users to search for GRANTOR/GRANTEE using full or partial names.
D-3-2	The ability to filter name searches by additional criteria.
D-3-3	The ability to sort on any column in the search screen (e.g. after searching on above mentioned options, the ability for user to sort by clicking column heading for name, date, book/page, instrument number, etc.)
D-4	<b>Search Methods</b>
D-4-1	<b>MUST BE ABLE TO ACCESS LAND RECORDS BY TRANSACTION TYPES (i.e. FORECLOSURES) AND/OR DATE RANGES</b>
D-4-2	The ability for the public to request/print reports of search results. The report should include released through date, verified through instrument number, and should detail the search criteria the user entered to search by.
D-4-3	Capability to search names by both first and last simultaneously. The System should include the option for professional searches to use debit or escrow account with secure login to automatically print copies and receipt to designated printer in the office.
D-4-4	Public search login should restrict users access to searching and creating search/copy request only. System should require logout password for public search to exit application.
D-4-5	<b>Document Display:</b> The application must support full-size display of documents with zoom in/zoom out ability with option to 'lasso' around specific text to zoom in.
D-4-6-1	The ability to scroll through the search results with a limit to the number of items returned.
D-4-6-2	<b>Viewing Navigation Options:</b> The ability to support the following navigation functions for a displayed image:
D-4-7-1	
D-4-7-2	Move through the document page by page
D-4-7-3	Jump forward or backward to first or last page in the document

D-4-7-4	Button to view prior or next instrument recorded (even if that instrument is not in the users current search results)	
D-4-7-5	Button to display previous/next document in current search result list	
D-4-7-6	Hot Link to display related document in same or other databases (i.e. maps, assessor, tax info etc)	
D-4-8	Viewing Functions: The ability to support the following image manipulation functions	
D-4-8-1	Set Font Size (to assist users who are viewing impaired)	
D-4-8-2	Fit to Height Zoom	
D-4-8-3	Fit to Width Zoom	
D-4-8-4	Rotate (90/180-degree increments)	
D-4-8-5	Ability to restore default settings	
D-4-8-6	Scroll Up and Down	
D-5	Output (Printing and Viewing)	
D-5-1	Printing: The ability to print the original size of documents and maps.	
D-5-2	Scale/Zoom Printing: The ability to fit to paper (scale to paper size) printing for documents and plats.	
D-5-3	Page Range Printing: The ability to select specific pages or a range of pages to print.	
D-5-4	The System must be able to send print jobs to network printers and to print to local printers attached to workstations.	
D-5-5	The ability for users to request Regular and/or Certified copies.	

## **APPENDIX B**

### **SUBMITTING VENDORS GUARANTEES AND WARRANTIES**

1. Submitting Vendors Guarantees

- A. The submitting vendor certifies it can and will provide and make available, at a minimum, all services set forth in Section IV, Nature of Services Required.

2. Submitting Vendor Warranties

- Submitting Vendor warrants that it is willing and able to comply with State of Connecticut laws with respect to foreign (non-state of Connecticut) corporations.
- Submitting Vendor warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- Submitting Vendor warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Town of Vernon.
- Submitting Vendor warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Vendor: \_\_\_\_\_

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



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**APPENDIX C.**

**“SEALED DOLLAR COST FEE PROPOSAL”**

To be submitted on your vendor’s letterhead in a separate envelope.

Vendor’s Name:

\_\_\_\_\_

Location: \_\_\_\_\_