

April 28, 2016

To Whom It May Concern:

The City of Dover will receive sealed proposals on June 21, 2016 at 2:00 p.m. local time for contracting a vendor to provide Electronic Bill Presentment and Payment Services. RFP number 16-0043FN applies.

This RFP will be for a one (1) year contract with option to renew each year for four (4) subsequent years. The Request for Proposal must be submitted with two original and one electronic copies. **All vendors must complete the request for proposal (RFP) notice and send it to fax (302) 736-7178 or email [dooverwhse@doover.de.us](mailto:dooverwhse@doover.de.us) if they intend to submit a proposal. Any vendor not returning the form may not receive published addenda.** Your proposal is not revocable for ninety (90) days following the response deadline indicated above.

**LATE SUBMISSIONS:**

A proposal received after the closing date and time for receipt of the proposals is late and shall not be considered. It is the responsibility of the submitter to ensure that the proposal is received prior to the closing date and time.

**QUESTIONS:**

If you have questions concerning this Request for Proposal, please they must be made in writing and emailed to me at [dooverwhse@doover.de.us](mailto:dooverwhse@doover.de.us). **All questions must be submitted no later than May 23, 2016.** All questions will be compiled and answered in the form of an addendum and will be faxed to all prospective proposers who return the RFP solicitation form attached. All changes or corrections to this Request for Proposal will be handled by addenda issued by the Procurement Manager. The receipt of all Addenda must be acknowledged on the proposal submission form.

The City of Dover reserves the right to request corrections, clarifications, and/or additional information pertaining to Respondent's response.

It has been determined that this solicitation be offered as a request for competitive sealed proposals. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed price type;
- Conduct Oral or written discussions with offerors concerning technical and price aspects of their proposals;
- Afford offerors an opportunity to revise their proposals;
- Compare the different price, quality and contractual factors of the proposals submitted.
- Award a contract in which price is not the determining factor.

Proposals will be opened publicly at the time and place designated in this letter. The name of each offeror shall be read publicly and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The main purpose of the opening is to reveal the name(s) of the competing firms, not to serve as a forum for determining the low successful vendor.

The contract shall be awarded no later than 90 days of the closing date to the offeror whose proposal is determined in writing to be most advantageous to the City. All prices must be held firm for a minimum of 90

days from the date of the opening. The proposals, summaries, and tabulations shall not be open for public inspection until after receipt of a fully executed contract.

**Conflict of Interest Clause:**

Pursuant to Dover Code, Chapter 30, Section 30-33, No city employee or official may participate on behalf of the city in the review or disposition of any matter pending before the city in which he has a personal or private interest. No city employee or official shall benefit from any contract with the city, nor solicit any contract, and shall not enter into any contract with the city (other than an employment contract). No person who has served as a city employee or official shall represent or otherwise assist any private enterprise on any matter involving the city, for a period of two years after termination of his employment or elected or appointed status with the city, if he gave an opinion, conducted an investigation or otherwise was directly and materially responsible for such matter in the course of his official duties as a city employee or official. All parties hereto declare and affirm that no officer, member, or employee of the City, and no member of its governing body, and no other public official of the City who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the City, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

The City of Dover reserves the right to waive technicalities, to reject any or all submissions, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the best interest of the City.

All proposals are to be received by the Procurement Office, 710 William Street, Dover, DE, 19904 no later than the 2:00 p.m. opening. All proposals will be opened in the presence of the Procurement Manager or his/her designee. The name of each offeror shall be read publicly. All other information contained in the proposals shall be confidential so as to avoid disclosure of information prejudicial to competing offerors during the negotiation process. Any and all proprietary information contained within the proposal must be clearly marked. The cover must indicate that the proposal contains such information. **Copies** of the proposals will not be provided to competing vendors.

**Minority Vendor Preference:**

Minority, women, veteran, service disabled veteran, and individuals with disabilities owned vendor preference shall be three percent (3%) of the value of the award. **The vendor must identify qualification and claim to the preference on the submitted documents. The vendor must provide authoritative proof of minority such qualification such as identification in the certification directory maintained by the State of Delaware Office of Supplier Diversity to qualify for this preference.** This preference is to be considered as a stand-alone and cannot be added to any other preference that may be allowed. This preference shall not apply to subcontractors.

**Local vendor preference** shall be considered for materials, equipment, construction contracts, and utility contracts. Local vendor preference shall be three percent (3%) of the annual value of the award. The term local vendor is defined as a gradually increasing range with preference assigned as follows:

Rule 1: Vendor located within the city limits of the City of Dover.

Rule 2: Vendor located within Kent County, Delaware (applicable only if no vendor qualifies under rule 1)

Rule 3: Vendor located within the State of Delaware (applicable only if no vendor qualifies under rules 1 & 2)

In the event that no vendor qualifies under rules 1, 2, or 3, no local vendor preference will be awarded. **The vendor must identify qualification and claim to the preference on the submitted proposal documents.** This preference is to be considered as stand-alone and cannot be added to any other preference that may be allowed.

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the City of Dover may contract for an equivalent product on the open market. Any difference in cost between the contract prices

## Request for Proposal Number 16-0043FN

herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

Neither the contractor nor the City of Dover shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

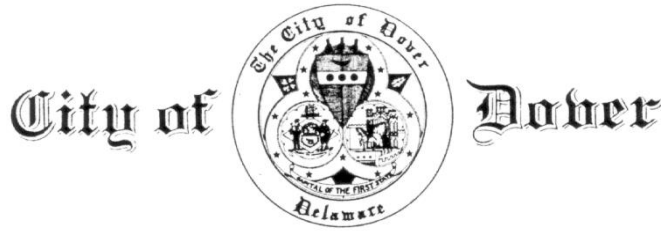
Vendors must provide references to the City of Dover upon request. Vendor references may be checked to verify the proposer's ability to perform the contract requirements, the quality of work and the ability to meet obligations.

**ENVELOPES MUST BE MARKED "ELECTRONIC BILL PRESENTMENT AND PAYMENT SERVICES, RFP NUMBER 16-0043FN"** No faxed proposal will be accepted. The electronic copy of the proposals may be submitted electronically by email to the Procurement Office using the email address [bids@dover.de.us](mailto:bids@dover.de.us). NO OTHER CORRESPONDANCE CAN BE SENT TO THIS EMAIL ADDRESS AND SUBMISSIONS MUST NOT BE SENT WITH A CC (CARBON COPY). The computerized date/time indication on the electronic copy will be the sole determination of receipt. **All electronic copies submitted by email must reference the proposal number 16-0043FN in the subject line of the submission or they will not be considered.** Failure to comply with the above format *may* result in disqualification of your submission.

The City of Dover shall have the right to reject any or all proposals if deemed to be in the best interest of the City, such as but not limited to local vendor preference and minority vendor preference while awarding contracts.

Sincerely,

Peter K. Gregg  
Contract and Procurement Manager  
City of Dover  
(302) 736-7795  
Fax (302) 736-7178  
[Pgregg@dover.de.us](mailto:Pgregg@dover.de.us)  
[www.cityofdover.com](http://www.cityofdover.com)



**REQUEST FOR PROPOSAL SOLICITATION NOTICE**

RFP Number: 16-0043FN

RFP: Opening June 21, 2016 @ 2:00 p.m.

If you are interested in the request for proposal described above, you can download it in Adobe PDF format from our web site <http://www.cityofdover.com/bid-procurement>. Any amendments or other additional information related to this solicitation will be posted with the original document on the web site. All prospective proposers must complete and return this form to ensure that all addendums, amendments or changes are sent to you.

If you do not have internet access and want to receive this request for proposal, all subsequent amendments, or additional information on the RFP package, please provide the requested information to:

The City of Dover  
 Procurement Office  
 710 William Street  
 Dover, DE 19904  
 Fax: (302) 736-7178, attention Peter Gregg  
 Phone: (302) 736-7795  
 E mail: [doverwhse@dover.de.us](mailto:doverwhse@dover.de.us)

Please complete the following and return this form to Central Services:

Company: _____	Vendor Response /Request
Address _____	No submission at this time, please retain on vendor list
_____	Please send complete RFP package
Contact: _____	I will download the RFP package
Phone _____	I intend to submit a response
Fax _____	I do not intend to submit a response
e-mail for ITB/RFP _____	Other: _____

**REQUEST FOR PROPOSAL  
ELECTRONIC BILL PRESENTMENT AND PAYMENT SERVICES (EBPP)**

**CITY OF DOVER, DELAWARE**

**RFP NUMBER: 16-0043FN**

Sealed Proposals will be received by the City of Dover, Procurement Office, 710 William Street, Dover, Delaware 19904 no later than **2:00 P.M. on June 21, 2016** for the following:

**ELECTRONIC BILL PRESENTMENT AND PAYMENT SERVICES (EBPP)**

**I. NAME OF SOLICITING GOVERNMENT**

**City of Dover, Delaware  
City Hall – The Plaza  
P.O. Box 475  
Dover, Delaware 19903-0475**

**II. BACKGROUND**

**Utility**

The City of Dover has its own Electricity, Water, Wastewater and Sanitation Departments. Utility accounts are billed on a daily basis. The City of Dover has approximately 25,000 utility customers of which each business day roughly 1,200 utility bills are generated. Utility charges can consist of any one or all of the services provided by the respective departments referenced above. Approximately 3,000 customers currently receive their bills through our e-billing module.

All bills generated through our billing system can currently be viewed through the City of Dover's web bill presentment. Customers are not required to register or log-in to the site to view their bill and billing history. To access their accounts online customers must have their billing account number and billing zip code. Currently 12 months of billing history is viewable online. Utility payment history is not currently available online.

**Property Taxes**

The Tax Assessor's office of the City of Dover is responsible for property valuations and reassessments of existing properties within City limits. Each year the Assessor's office processes an annual billing on or about June 30<sup>th</sup> consisting of approximately 13,000 bills. Approximately 70% of this billing is collected prior to July 31<sup>st</sup>. Throughout the year the assessors' office continues to process a small amount of quarterly billings based on new construction assessments, property additions and/or improvements. The quarterly billing amounts to approximately 20 additional bills generated each quarter.

Currently FTP is used for all communications with our bill presentment vendor. A daily bill file is transmitted containing all balances owed to the City for Utility Charges and Property Tax Assessments. The City of Dover receives a remittance file containing customer account and payment information on a daily basis. These bill and remittance files are exported/imported into our current accounting system (SunGard HTE). An e-bill file is created each time the City processes a billing and the current bill presentment vendor builds a bill presentation file so that customers are able to access their bill from the website.

Payment types currently accepted include credit/debit card and e-check online or by phone (IVR). Other manual payment methods include U.S.Postal service, Lockbox and Dropbox, and Over-the-Counter. Credit cards are not accepted from walk-in customers over-the-counter.

### **III. PURPOSE OF REQUEST**

- A.** The City of Dover is requesting a proposal from qualified vendors to provide Electronic Bill Presentment and Payment Services (EBPP) for, but not limited to, Utility and Property Tax Customers. The City prefers that the vendor host the web service. If hosted by a third party, vendor must provide any information requested by the City.
- B.** The City currently offers web-based e-payment services to its customers as a non-convenience fee system (i.e. customers do not currently pay a fee for utilizing the system). We accept credit and debit cards and online checks for Utility and Property Tax payments. We also offer online bill presentment, email notification of bills, and online payment history.
- C.** We have one self-service station located inside the Customer Service department which allows the customer access to a computer terminal.
- D.** We have the following capabilities regarding the Online Payment Portal (or EPP system):
  - Receive remittance files via secure FTP
  - Restrict or deny large payment amounts (>\$5,000)
  - Restrict or deny payments from individuals on a “Restricted Pay List
  - Receive selected standard reports
  - This system seamlessly integrates to existing website lookup pages
  - Availability of vendor developed payment forms for Utility and Property Taxes
  - Set up client-user accounts for staff
- E.** The City of Dover offers an Interactive Voice Response (IVR) System to customers for automated Utility Bills and Tax Payments
  - DTMF (touch tone) support for data entry
  - Option to transfer to Help Script for common issues and website link for additional help
  - Currently supports English only
  - Call session logs
  - Reporting tools integrated within the Online Payment Portal

### III. SCOPE OF SERVICES

- A. Include explanation of your service offerings including approach/method, tools utilized and outcome reporting. The proposal should include your approach to meeting the following requirements:
1. Payment Processing – Please describe how your solution/services perform the following transactions;
    - a. Utilizing credit/debit card, check, cash payment methods by web transactions, kiosk or over the phone via an IVR system.
    - b. Scheduled one-time or recurring payments.
    - c. Ability to allow customers to pay multiple accounts through a shopping cart feature.
    - d. Ability to receive on-line statements and discontinue monthly statements.
    - e. Describe your solution to provide a 24/7 available online Web-based customer portal for payments with the following suggested capabilities:
      - i. Features:
        1. On-line registration with account verification
        2. Account balance
        3. Payment history
        4. Terms and conditions
      - ii. Presentation items:
        1. Professional yet customer friendly screens
        2. Easy to navigate, use and understand
        3. Seamless flow from The City of Dover website to the vendor
    - f. Ability to secure data at different levels regarding payment, account transactions and customer information.
    - g. Please describe how your services can automate daily settlement downloads.
  2. Collections – Please describe how your service/solution can meet the following requirements:
    - a. Ability to secure against customer errors such as duplicate payments on the same day.
    - b. Ability to edit scheduled payments.
    - c. Ability to accept payment for more than the customer's amount due for customers who choose to pay ahead or know they are having other fees added to the amount due, including a warning notification.
  3. Billings – Describe how your service/solution can meet the following requirements:
    - a. Ability to accept a daily update of customer balance/due date information for newly billed amounts, account adjustments and/or payments either as a batch or real-time.
    - b. Ability to accept different statement formats and how it would display a variety of statement information. i.e. Water/Sewer consumption, Electric kwh and property tax information.
    - c. Ability to send account alerts by text or email related to the customer accounts.
  4. Interactive Voice Response (IVR) Services
    - a. Allow customer to obtain information on usage.

- b. Embedded, real-time monitoring of calls/activity.
- c. Translation on voice prompts.

Below is transaction information based on a six-month period:

- Average IVR credit card amount: \$164.54
- Maximum IVR credit card amount: \$2,780.79
- Average Web credit card amount: \$220.43
- Maximum Web credit card amount: \$5,000.00
- Average IVR e-check amount: \$163.55
- Maximum IVR e-check amount: \$3,157.83
- Average Web e-check amount: \$204.10
- Maximum Web e-check amount: \$5,000.00
- Average number of online transactions monthly: 4,954
- Average number of IVR transactions monthly: 827
- Average number of Web transactions monthly: 4,126

**B. Mandatory Technical Requirements** - The vendor must meet the following mandatory technical requirements:

1. Provide evidence of at least five (5) successful installations of their product.
2. For software maintenance, the vendor must describe the availability and guaranteed timing of routine technical support, emergency 24-hour technical support, policy on providing software upgrades, and enhancements.
3. The system implementation must be fault-tolerant and must provide the following functionality:
  - a. Online receipt of debit card, credit card and E-Check
  - b. An Interactive Voice Response (IVR) Payment solution
  - c. Consolidated and comprehensive reporting tools
  - d. Unified payment system, with the ability to segregate back end processes to specific accounts
  - e. The ability to update payment information to City back end systems at least daily, preferably in real time due to the critical nature of utility disconnection and reconnection
  - f. The ability to develop or assist in interface development to City back end system
  - g. The ability to provide reversal of payment in cases of incorrect payment
  - h. Accuracy rate of 99% or better for data transfer
4. Third Party Vendor Coordination – The vendor is responsible for ensuring that all expenses related to using third-party vendors are billed to the vendor, not to the City. The vendor is accountable and responsible for maintaining all third party relationships, and ensuring that they adhere to all defined service level agreements as well as the the City's safety and security standards.



5. Implementation – Please provide an estimate of time needed to complete the implementation of the product and the training of the City’s personnel from the date of award. Discuss implementation practices as they relate to phased implementations. Describe the project team and how that team is selected and what resources are in place for a successful implementation.

#### IV. QUALIFICATIONS

A. The responder’s proposal should, at a minimum, include the following information:

1. The firm name and contact person, together with the address, telephone number, facsimile number and email address, of the office from which the services will be provided.
2. A brief history of the Firm (limit two pages). Information should include organization structure, location of management, and evidence that the firm is authorized to do business in the State of Delaware. A list of personnel assigned to the City contract.
3. A description of the services, specifically relating to the governmental sector, which the proposer is capable of providing, together with an explanation of how these services might best assist the City.
4. A chronological listing of governmental engagements, specifically within the State of Delaware or local governments, for which your firm and/or staff has served over the past five (5) years. Be sure to include specific dates and a brief description of the services provided.
5. Please provide a minimum of five (5) customer references the City may contact in order to assist in the evaluation of your past performance. Please include customer references for installed systems to governmental entities in which the size and scope were as large as or larger than the current proposal. For each reference listed, the information provided should consist of the following:

**(1) Name and mailing address of the governmental entity**

**(2) Name and telephone number of your contact person within said governmental entity**

6. Information on the nature and magnitude of any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has ruled against the proposer in any matter related to the professional activities of the proposer. Similar information shall be provided for any current or pending litigation or proceeding.
7. A statement to the effect that the selection of the proposer shall not result in a conflict of interest with any other party which may be affected by the work to be undertaken. Should any potential or existing conflict be known by a proposer, said proposer must specify the party with which the conflict exists or might arise, the nature of the conflict, and whether or not the proposer would step aside or resign from the engagement or representation creating the conflict. (The City reserves the right to select more than one firm to perform the required services to avoid conflict of interest and other similar occurrences.)
8. Any additional information that you feel will be beneficial to the City in evaluating your qualifications to serve.

**V. PRICING**

- A. Include a fee breakdown by type of service offering, scope of service and monthly fees. This section will provide details regarding pricing for the systems and solutions requested in this RFP. Vendors should include the following information:

Electronic Bill Presentment and Payment

- a. Annual maintenance charge(s)
- b. One-time setup charge(s)
- c. Training charge(s)
- d. Fee charges to City of Dover

Customer Portal

- a. Annual maintenance charge(s)
- b. One-time setup charge(s)
- c. Training charge(s)
- d. License charge(s) per user for concurrent licenses

Interactive Voice Recognition (IVR)

- a. Annual maintenance charge(s)
- b. One-time setup charge(s)
- c. Training charge(s)
- d. Charges for additional language other than English
- e. Reporting charges
- f. Other charges

**VI. SELECTION CRITERIA**

- A. In order to ascertain which proposal best meets the needs of the City, proposals will be independently evaluated, according to the following criteria, by two or more qualified individuals of the Finance and/or Customer Service Departments.

	<b>Factor</b>	<b>Point Range</b>
A	Responses in regards to the Scope of Services and Technical Requirements listed above.	0 to 20
B	Organization, Qualifications and structure of firm.	0 to 10
C	Experience with and Responses from references	0 to 10
C	Maintenance Support and Licensing Agreement	0 to 20
D	Responsiveness of the written proposal in clearly stating an understanding of the work to be performed, as outlined in the scope of services & qualifications portions of this request for proposals.	0 to 20
E	Price Comparability	0 to 20
	<b>Maximum Points</b>	<b>100</b>

- B. The City of Dover selection committee may require that vendors who remain active and competitive provide a product demonstration at the City of Dover location.

**VII. INSTRUCTIONS TO PROPOSERS**

- A. All proposals should be delivered to:
  - City of Dover, Delaware**
  - Procurement Office**
  - 710 William Street**
  - Dover, Delaware 19904**
- B. Questions regarding scope of services or proposal process:
  1. To ensure fair consideration for all proposers, communication to or with any department or departmental staff during the submission process, will be prohibited except as provided in the third paragraph below. Any communication between proposer and the City will be initiated by the appropriate staff member in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.
  2. Any questions relative to interpretation of the scope of services or the proposal process, shall be addressed as indicated below, in ample time before the period set for the receipt and opening of proposals.

3. If you have questions concerning this Request for Proposal, please they must be made in writing and emailed to me at [doverwhse@dover.de.us](mailto:doverwhse@dover.de.us). All questions must be submitted no later than **May 23, 2016**. All questions will be compiled and answered in the form of an addendum and will be faxed to all prospective firms who return the RFP solicitation form attached. All changes or corrections to this Request for Proposal will be handled by addenda issued by the Procurement Manager. The receipt of all Addenda must be acknowledged on the proposal submission form.

**C.** In order to be acceptable, **two (2) original and one (1) electronic copy of the proposal must be submitted in a sealed envelope on the outside of which shall be plainly marked "Sealed Proposal: "Electronic Bill Presentment and Payment Services", together with the name and address of the firm submitting the proposal.** Proposals will be received until **2:00 P.M.** or hand delivered no later than **2:00 P.M. on Tuesday, June 21, 2016**, at which time they will be publicly opened in the Procurement Office, 710 William Street, Dover, Delaware 19904. Electronic copies of the proposals may be submitted by email to [bids@dover.de.us](mailto:bids@dover.de.us). **Proposal number 16-0043FN must be contained in the subject line or your submission may be considered as non-responsive.**

- D.** Proposers are fully responsible for the timely delivery of proposals. Proposals may be withdrawn at any time prior to opening. Late proposals will not be accepted and will be returned to the proposer unopened. Telegraph, telephone, facsimile machine, and electronic mail proposals will not be accepted under any circumstances.
- E.** In the event that personal interviews are deemed necessary, and your firm is included among those selected for interview, you will be contacted in order to schedule a mutually agreeable date and time for the interview.
- F.** A copy of the agreement to be entered into (**at a later date**) with the successful proposer is included as Attachment A.

## **VIII. TERMS AND CONDITIONS**

- A.** The City reserves the right to reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which in its judgment best serves the interests of the City. The City further reserves the right to award the contract to the next most qualified proposer if the successful proposer does not execute a contract within thirty (30) days after being notified of the award of the proposal.
- B.** The City reserves the right to enter into contract with more than one firm in order to avoid potential conflict of interest issues and to ensure that the City receives adequate representation to perform the scope of services.
- C.** The City reserves the right to request clarification of information submitted and to request additional information from one or more proposers. All costs associated with the presentation of the proposal and any supplemental information shall be borne solely by the proposer, and shall not be passed on to the City under any circumstances.
- D.** Any proposal may be withdrawn until the date and time stated above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer to

sell to the City the services indicated for a period of ninety (90) days, or until one or more of the proposals have been accepted by the Department, whichever occurs earlier.

- E. Any written agreement or contract resulting from the acceptance of a proposal shall be prepared on forms either supplied by or approved by the City, and shall contain, at a minimum, applicable provisions of this request for proposals. The City reserves the right to reject any agreement that does not conform to the request for proposals or any other City requirements for agreements and contracts. The following are representative of the provisions to be included within the contract documents:
1. Termination - If through any cause, the firm selected shall fail to fulfill the obligations agreed to in a timely and efficient manner, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least thirty (30) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.
  2. Assignment - The firm shall not assign any interest in the contract, and shall not transfer any interest in the same without the prior written consent of the City.
  3. Non-discrimination - The successful proposer must specify in the contract that the firm will not discriminate under the contract, against any person as provided in any federal, state, or local government laws and regulations.
  4. Certificate of Insurance - The firm selected must present proof of insurance coverage of a nature and amount deemed adequate by the City, and be willing to execute a hold harmless indemnification for the City.
  5. Term of Contract - The length of the contract will be for one (1) year. By mutual consent of the contracted firm and the City, the contract may be renewed or extended for additional one (1) year periods for four (4) subsequent years. This option shall be exercised only if agreed to in writing by both parties and approved by the Controller/Treasurer.
  6. Publication of Information - No reports, information, or data given to or prepared by the firm under the contract shall be made available to any individual or organization by the firm without the prior written approval of the City. This provision shall only apply insofar as it does not conflict with the provisions of the Freedom of Information Act.

**IX. TIME SCHEDULE**

- A. The City will use the following tentative timetable in the selection process, which should result in the selection of a firm by Monday, August 15, 2016:

<b>Date</b>	<b>Event</b>
Friday, May 6, 2016	Advertise intent to solicit proposals.
Beginning on Monday, May 9, 2016	Distribute Request for Proposals (RFP) to select firms, as well as those responding to the published notice.
Monday, May 23, 2016	Deadline for questions
Tuesday, May 31, 2016	Estimated addendum release with answers to submitted questions
Tuesday, June 21, 2016 @ 2:00 pm	Deadline for submission of proposals and scheduled public opening of timely received proposals.
Tuesday, June 28, 2016 through Tuesday, July 12, 2016	The City of Dover, Finance Department reviews all proposals received and selects a limited number with which a personal interview will be conducted (if deemed necessary).
Monday, July 25, 2016	The City of Dover, Finance Department prepares a recommendation for submission to the Legislative, Finance & Administration Committee.

**ATTACHMENT A**

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2016, between The City of Dover, a Delaware Municipal Corporation, whose address is 15 East Loockerman Street, P.O. Box 475, Dover, Delaware 19903-0475 (hereinafter referred to as the CITY), and \_\_\_\_\_, whose address is \_\_\_\_\_, (hereinafter referred to as the PROFESSIONAL).

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

**1. Services.** The PROFESSIONAL shall perform the following services: **SEE REQUEST FOR PROPOSAL**. Nothing herein shall limit the CITY's right to obtain proposals or services from other professionals for similar projects.

**2. Insurance.** The PROFESSIONAL will maintain throughout this Agreement the following insurance:

a. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles. Coverage limit will be \$1,000,000 combined single limits with the CITY named as an additional insured.

b. Professional liability insurance in the amount of \$1,000,000. If the CITY requests that the PROFESSIONAL provide additional coverage beyond this amount, the cost of such additional coverage will be paid for by the CITY and invoiced as a direct expense from the PROFESSIONAL.

**3. Indemnification.** PROFESSIONAL agrees to indemnify the CITY from any claims, damages and costs arising out of claims by third parties for property damage and bodily injury, including, but not limited to, death, caused solely by the negligence or willful misconduct of PROFESSIONAL.

**4. Codes, Laws, and Regulations.** PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

**5. Permits, Licenses, and Fees.** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL's performance of the Scope of Services.

**6. Access to Records.** PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL's normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

**7. Contingent Fees Prohibited.** The PROFESSIONAL warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any

person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

**8. Payment.** CITY shall compensate CONTRACTOR for their services in the following manner: **SEE REQUEST FOR PROPOSAL.** No other costs or services shall be billed to the CITY.

**9. Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the CITY's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

**10. Independent Contractor.** The PROFESSIONAL is an independent contractor and as such will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement.

**11. Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

**12. No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.

**13. Jurisdiction.** The laws of the State of Delaware shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Kent County, Delaware.

**14. Term and Termination.** All services to be rendered by the PROFESSIONAL within the Scope of Services within the Request for Proposal shall be completed on or before \_\_\_\_\_ . The term of this Agreement shall be for an initial term, up through and including \_\_\_\_\_. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the PROFESSIONAL. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination. In the event of termination not the fault of the PROFESSIONAL, the PROFESSIONAL shall be compensated for with Reimbursable Expenses then due and all Termination Expenses.



**15. Contact Person.** The primary contact person under this Agreement for the PROFESSIONAL shall be \_\_\_\_\_. The primary contact person under this Agreement for the CITY shall be \_\_\_\_\_.

**16. Approval of Professionals.** The CITY reserves the right to approve the contact person and the persons actually performing the professional services on behalf of PROFESSIONAL pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the professional services on behalf of PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the professional services hereunder.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the respective dates under each signature.

PROFESSIONAL

CITY OF DOVER

By: \_\_\_\_\_

By: \_\_\_\_\_

Controller/Treasurer

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

Attest: \_\_\_\_\_

City Clerk

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

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