REQUEST FOR PROPOSAL
(RFP)

Issue Date: November 30, 2012

RFP# TAX REVENUE SYS/13-46

Title: INTEGRATED TAX REVENUE SYSTEM

Issuing Agency:	Department and/or Location Where Work Will Be Performed:
City of Charlottesville Procurement and Risk Management Services 325 4th St., NW Charlottesville, VA 22903	City Treasurer's Office The Commissioner of the Revenue's Office

Period Of Contract: Maintenance and Support Agreement shall be for a period of five years beginning from the date in the ratified agreement with the option to renew, after the initial five year period, annually under the terms of the original agreement for the life cycle of the system as determined the City. Each additional one year term must be agreed to in writing by both parties.

Sealed Proposals Will Be Received Until **2:00 p.m. EST on JANUARY 10, 2013** For Furnishing The Services Described Herein.   Proposals received after the announced time and date for receipt remain unopened. The face of the envelope or shipping container shall be clearly marked in the lower left hand corner as follows:

RFP#:	TAX REVENUE SYS/13-46
TITLE:	INTEGRATED TAX REVENUE SYSTEM
PROPOSAL DUE:	JANUARY 10, 2013

All Inquiries For Information Should Submitted in Writing and Be Directed To: Crystal L. Weller, CPPB, VCO, Procurement Supervisor, at purchasing@charlottesville.org or by Fax: (434) 970-3069.

<u>IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:</u>

City of Charlottesville
Procurement and Risk Management Services
325 4th St., NW
Charlottesville, VA 22903

IF YOU ARE HAND DELIVERING A PROPOSAL, PLEASE REFER TO OUR WEBSITE FOR A MAP DETAILING OUR VISITOR PARKING LOCATION. TO ACCESS THE MAP GO TO
WWW.CHARLOTTESVILLE.ORG/PURCHASING AND CLICK ON BIDS AND PROPOSALS.

TO RECEIVE A COMPLETE REQUEST FOR PROPOSAL PACKAGE, PLEASE VISIT OUR WEBPAGE AT
WWW.CHARLOTTESVILLE.ORG/PURCHASING
AND CLICK ON BIDS AND PROPOSALS

TABLE OF CONTENTS FOR RFP#TAX REVENUE SYS/13-46

I. PURPOSE: The purpose of this Request for Proposal (RFP) is to solicit <u>sealed</u> proposals to establish a contract through competitive negotiation for the purchase of an integrated tax revenue system for the City Treasurer and the Commissioner of Revenue.

II. BACKGROUND: The City of Charlottesville is an independent city located at the foothills of the Blue Ridge Mountains in central Virginia. The City's population is around 41,000 and the City employees around 1,200 employees. Jointly, the Commissioner of the Revenue and the City Treasurer represent approximately 26 Full-Time Employees. The City's economic engine is driven primarily by the University of Virginia, a vibrant downtown district, and local tourism. Last year, the City's operating budget was close to $142 Million.

The Commissioner of the Revenue and City Treasurer jointly administer the assessment and collection of the following taxes and licenses:

Tax Type	Number of Accounts	Amount Collected
• Real Estate (assessed by City Assessor and billed by the Treasurer)	14,000	$49,879,000
• Personal Property	29,000	$6,222,000
• Personal Property Tax Relief (PPTRA)	n/a	$3,500,000
• Public Service	31	$1,296,000
• Utility Tax	n/a	$4,595,000
• Communications Sales and Use Tax	n/a	$3,516,000
• Tax on Bank Stock	10	$1,250,000
• Sales and Use	n/a	$9,690,000
• Transient Lodging	35	$2,652,000
• Meals	354	$5,465,000
• Vehicle License	29000	$856,000
• BPOL	4780	$6,528,000
• State Income Accounts	734	-
• State Estimated Accounts	1427	
• Dog License	3000	$15,000
• Other Miscellaneous Taxes and Fees		
• Total	80,210	$95,464,000

Currently, personal property taxes are assessed and billed out of the EGTS "Integrity" system. Currently Real Estate taxes are assessed in Sabre Systems' "SMDA" appraisal system. Beginning in 2014, Real Estate taxes will be assessed in Vision Appraisal's CAMA System. All other taxes and fees are assessed and billed on in-house systems, and will be described in more detail in later sections. Currently the City uses an in-house cashiering system known as "CenCash," written in Microsoft Visual Basic 6.0, using a SQL Server 2000 Database as the backend. <u>The contractor's system will need to be compatible with the City's cashiering solution (see cashiering specifications).</u> The City's accounting and utility billing system is SAP, and information is transmitted from CenCash to SAP by a batch upload process each day. The Commissioner of the Revenue's Office uses Laserfiche for digital document management, currently on the United version 8.2. The offeror is welcome to integrate with the City's repository for meeting document storage and retrieval requirements. The City is open to exploring offeror solutions for cashiering as well.

III. STATEMENT OF NEEDS:

A. The contractor shall furnish an integrated tax solution that provides a life-cycle solution for discovery, assessment, billing, payment processing, administration, customer service, and reporting for all tax types.
B. The contractor shall furnish an integrated tax solution that complies with all applicable State Codes, including, but not limited to, 58.1 and 46.2, as well as City of Charlottesville Code Chapters 11 and 30.
C. The contractor shall furnish ongoing support and updates, in addition to complying with any new laws passed by the General Assembly of Virginia relating to Tax Administration.

D.   The contractor shall provide implementation and transition services, including necessary training, analysis, data conversion assistance where applicable, and flexibility to work around periods of high demand on City employees.

E.   The contractor shall provide necessary support to target a "Go-Live" date of January 1, 2014 for personal property and real estate and a "Go-Live" date of June 30, 2014 for other trust taxes.

SEE ATTACHMENT G – SUPPLMENTAL QUESTIONS
SEE ATTACHMENT H- LIST OF REQUIREMENTS

SYSTEM ACCEPTANCE PLAN: A System acceptance plan is outlined below which is based on final acceptance of the entire System.

The successful offerors proposed System will be accepted by the City only after full integration testing has been completed, the software is installed in the City's production environment, the City's existing production data is converted to the new format (should the City decide to convert its current data), the System is fully implemented and operational, and the following items are satisfied:

a.   The acceptance period will consist of a minimum of sixty (60) consecutive calendar days, twenty-four (24) hours per day, and will begin at 8:00 a.m. on the first workday following "go live" on the new System.

b.   During the acceptance period, the System must remain fully operational, must operate without failure, must operate in conformance with the City's functional business requirements, must operate with response times acceptable to the City.

c.   If the System fails to meet any of the criteria above, the City shall notify the offeror of such failure and the acceptance period starts over at 8:00 a.m. on the first workday following the correction and completion of testing of the failure.

d.   The City will notify the Offeror in writing of the acceptance of the System if:
1.   The performance standard is attained for the duration of the acceptance period;
2.   All training has been completed;
3.   All documentation and other deliverables have been received

IV.   PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A.   GENERAL INSTRUCTIONS:

1.   **RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and (5) copies of each proposal along with an electronic copy of the proposal on CD either in Microsoft Word or PDF format must be submitted to the City as a complete sealed proposal. No other distribution of the proposal shall be made by the offeror.**

2.   Proposal Preparation:

a.   Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the City of Charlottesville requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b.   Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c.   Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the

requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. <u>Oral Presentation</u>: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.

B. <u>SPECIFIC PROPOSAL INSTRUCTIONS</u>: Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. *Section 1 – Software Product:* Provide a description of the proposed software solution using narratives, sample reports, and/or screen shots to detail functionality including:
   - A description of the proposed software solution covering core module features for the following areas:
     -Assessments
     -Adjustments
     -Regular Billing
     -Supplemental Billing
     -Reporting
     -Refund Administration
     -Collections
     -Customer Administration
     -Platform specs and network compatibility
     -Trust Taxes
     -Change Management Plan
   - Key features of the proposed software solution
   - An explanation of how the software has been customized for implementation in Virginia localities
   - Detailed description of what defines and is included in the Maintenance and Support Agreement

- Provide detail of any and all items not included in the system purchase that are anticipated to be utilized to meet the needs of the City.
- Attachment G – Supplemental Questions
- Attachment H – List of Requirements

2. ***Section 2 – Experience:*** A written narrative statement to include:
   - Experience in providing the services described herein including:
     -years in business
     -brief description of the company's history and future plans
     -location of offices and support staff
   - Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses (or resumes) of key employees, consultants, and sub-consultants to be assigned to the project. Provide the length (time and number of projects) of relationship the offeror has with the proposed employees, consultants, and sub-consultants.
   - References: Provide at least <u>four</u> references for which work of a similar nature to that described herein was performed within the past three years. The reference should include the name, title, address, phone number, and email for the person on the owner's team most intimate with the details of project being referenced. See Attachment C- Offeror Data Sheet.
   - Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Attachment B – State Corporation Commission Form

3. ***Section 3 – Specific Plan:*** Specific plans for providing the proposed software system including:
   - What, when and how the service will be performed.
   - Plan for Training of City staff
   - Time frame for completion of implementation of system and training to have the system fully operational by "Go-Live" dates identified by the City.
   - The City would like to hear about future plans, services and system modules that may become available during the contract period.
   - Describe the system warranty period.

4. ***Section 4 – Proposed Price:*** See Attachment F– Pricing Schedule

5. ***Section 5 – Additional Information:*** This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.
   - Attachment A – Signature Sheet
   - Attachment E – Proprietary/Confidential Information Identification
   - Insurance: See General Terms and Conditions Section. Insurance for required coverages and limits.

V. <u>EVALUATION AND AWARD CRITERIA</u>: This section is in two parts. The first part, "<u>Evaluation Criteria</u>," explains how the proposals will be evaluated. The second part is the "<u>Award of Contract</u>" clause that states how the award will be made.

A. <u>EVALUATION CRITERIA</u>: Proposals shall be evaluated by the City of Charlottesville using the following criteria:

1. **Technical and functional features of the Software Product.** This should be addressed in *Section 1 – Software Product* portion of the proposal. Weight: 45%

2. **Price.** The ability to provide a cost-efficient service. This should be addressed in *Section 4 – Proposed Price/Rate Structure* portion of the proposal. Weight: 25%

3. **Qualifications and experience of offeror's staff.** The ability, experience, and continuity of the proposed staff, consultants, and sub-consultants to be assigned to the project including the capability of

the required staff, consultants, and sub-consultants to perform within the timeframe designated. This should be addressed in *Section 2 – Experience* portion of the proposal. Weight: 15%

4. **<u>Specific Plan</u>**. Specific plans for providing the proposed software system. This should be addressed in *Section 3 – Specific Plan* portion of the proposal. Weight: 10%

5. **Strength of overall proposal.** Overall quality of proposal submitted that specifically addresses the City's Request for Proposals including the basic approach and understanding of the City's objectives. This will be a component of the overall proposal. Weight: 5%

B. <u>AWARD OF CONTRACT</u>: The selection process shall be as per § 2.2-4301 (3-b) of the Virginia Public Procurement Act for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the City Manager or Purchasing Agent shall select the offeror which in their opinion has made the best proposal, and shall award the contract to that offeror. Should the City Manager or Purchasing Agent, as appropriate, determine in writing and in their sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

VI. <u>REPORTING AND DELIVERY INSTRUCTIONS</u>:

A. The contractor shall provide monthly project status updates during the implementation phase of the project to the designated project leads covering:

1. The specific accomplishments achieved during the reporting period.

2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.

3. The projected completion dates for the remaining specific tasks required by the contract.

B. Within thirty (30) calendar days after the award date of the contract, the contractor shall propose to the City an implementation schedule in accordance with agreed upon benchmarks.

VII. <u>PREPROPOSAL CONFERENCE</u>: A pre-proposal conference is not scheduled.

VIII. <u>GENERAL TERMS AND CONDITIONS</u>:

A. <u>ANNOUNCEMENT OF AWARD</u>: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of a written notice on the bid board located in the Purchasing Department.

B. <u>ANTI-DISCRIMINATION</u>: By submitting their proposals, offers certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia* 2.2.4343.1E).

Every contract over $10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:

1. During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over $10,000, so that the provision will be binding upon each subcontractor or vendor.

C. ANTI-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

D. ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City of Charlottesville does not discriminate against faith-based organizations.

E. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Charlottesville all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Charlottesville under said contract.

F. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws, provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The City and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

G. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

H. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

I. PROPOSAL ACCEPTANCE: Proposals must be submitted by the date and time stated in this solicitation. Proposals will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of proposal.

J. PROPOSAL ACCEPTANCE PERIOD: Each proposal submitted must be and remain valid for a period of at least sixty (60) days from opening date.

K. BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The City's SAP electronic solution offers vendor self-service registration. Vendors are not required to register prior to bidding or submitting an offer, however, purchase orders cannot be issued and payment to vendors cannot be processed to a non- registered vendor. Go to www.charlottesville.org/purchasing to register. Complete instructions are included on the vendor registration page.

L. <u>CANCELLATION OF CONTRACT</u>: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

M. <u>CHANGES TO THE CONTRACT</u>: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than ten percent (10%) of the amount of the contract without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).

2. The City may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or
   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or

   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

N. <u>CLARIFICATION OF TERMS</u>: The City will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to the Purchasing Division and any material change will be submitted to all offerors through issuance of an addendum. **Any questions related to this RFP MUST be submitted to the Procurement Division no fewer than seven (7) work days prior to the proposal opening date specified**. Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process. Any contact with any City representative, other than that outlined within this solicitation, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

O. <u>CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION</u>: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the City's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the City of any breach or suspected breach in the security of such information. Contractors shall allow the City to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

P. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's proposal. Under no circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with any provision of this request for proposals, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the City's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the City.

Q. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City's Purchasing Office. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).

R. COOPERATIVE CONTRACTING: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the *Code of Virginia*. Unless specifically prohibited by the offeror, any resultant contract may be extended to Albemarle County, the University of Virginia, the Rivanna Water & Sewer Authority, the Rivanna Solid Waste Authority, the Albemarle County Service Authority, the Charlottesville Housing Authority, Region Ten Community Services Board and various other public agencies in, but not necessarily limited to, the central Virginia area in and around Charlottesville and Albemarle County, to permit those public bodies to purchase in accordance with the terms, conditions and specifications of this proposal at contract prices. The successful vendor shall deal directly with City department with regard to order placement, delivery, invoicing and payment.

S. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

T. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

U. DESIGNATED PERSONNEL: The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the City. The City shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Contractor under this Agreement, or a reduction in the quantity or quality of the Service by this Agreement, as determined in the City's sole discretion.

V. DRUG-FREE WORKPLACE CLAUSE: During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. ETHICS IN PUBLIC CONTRACTING: Per *Code of Virginia*, 2.2-4367: By submitting a proposal, the offeror certifies that their proposal is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with

their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

X.   HEADINGS: Section, article and paragraph headings contained within this Request for Proposals have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Proposals.

Y.   IDLING REDUCTION REQUIREMENT: Contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/purchasing under the Vendor Registration link.

Z.   IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the City of Charlottesville, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

AA. INCLEMENT WEATHER/CLOSURE OF CITY OFFICES: If the City of Charlottesville is closed for business at the time scheduled for proposal opening, for whatever reason, sealed proposals will be accepted and opened on the next scheduled business day, at the originally scheduled time.

BB. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney's fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of , and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

CC. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia insurance policies containing the following selected types of coverages and minimum limits of liability, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:

   1. **Workers' Compensation** - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract. This policy shall include an endorsement that specifically lists Virginia.
   2. **Employer's Liability** - $100,000.   This policy shall include an "all states" or "other states" **endorsement**.
   3. **Commercial General Liability** - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville must be named as an additional insured and so **endorsed** on the policy.
   4. **Automobile Liability** - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
   5. **Professional Liability Insurance**. At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than $1,000,000 ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a

period of three (3) years following final acceptance of the Project by the City. Upon execution of this Agreement Offeror shall provide the City with a certificate of insurance, or other written documentation satisfactory to the City in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the City. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Offeror and without penalty to the City.

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the City;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence policy;
4. shall include completed operations insurance;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the City as an additional insured. The City shall be entitled to protection up to the full limits of the Offeror's policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the offeror shall deliver to the City certificates of insurance for all lines of coverage which provides that the coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the offeror shall deliver to the City endorsements to the policies which require the City and its officials, officers, and employees and agents be named as "additional insured". Policies which require this endorsement include: Commercial General Liability Coverage. Such endorsements must be approved by the City, acceptable endorsements include ISO forms CG 20 10 10 01 and CG 20 26 07 04, among others; and (iv) upon the request of the City, provide any other documentation satisfactory to the City in its sole discretion, evidencing the required insurance coverage, including, but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that his insurance and that of subcontractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the City for any liability to the City, as specified in any other provision of this contract, and the City shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

Waiver Of Subrogation: The Offeror agrees to release and discharge the City of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

Right to Revise or Reject: The City reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operate legally.

DD. OSHA STANDARDS: All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

EE. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the City to the Contractor belong to the City, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the City hereunder is specifically authorized in writing by the City in advance. All documents or electronic media prepared by or on behalf of the Contractor for the City are the sole property of the City, free of any retention rights of the Contractor. The Contractor hereby grants to the City an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

FF. PAYMENT:
  1. To Prime Contractor:
     a. The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the require payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
     b. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
     c. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the city contract number and/or purchase order number.
     d. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which city department is being billed.
     e. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a city department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

  2. To Subcontractors:
     a. A contractor awarded a contract under this solicitation is hereby obligated:
        (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

GG. <u>PAYMENT TERMS</u>: Proposal must clearly state payment terms desired. Such terms as proposed shall be negotiable.

HH. <u>PERMITS AND FEES</u>: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Charlottesville or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

II. <u>PRECEDENCE OF TERMS</u>: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

JJ. <u>PUBLIC INSPECTION OF CERTAIN RECORDS</u>: Except as otherwise provided, and in accordance with Va. Code §2.2-4342, all proceedings, records, contracts and other public records relating to the City's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq). Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after interviews and negotiations are completed, but prior to award, except in the event the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire proposal submission as being "confidential" shall not be sufficient to invoke the protections referenced above.

KK. <u>QUALIFICATIONS OF OFFERORS</u>**:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

LL. <u>RIGHT TO ACCEPT OR REJECT OFFERORS</u>: The City reserves the right to accept or reject any or all proposals in whole or in part.

MM. <u>SCHOOL CONTRACTOR CERTIFICATION</u>: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with City of Charlottesville Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Charlottesville and to the Charlottesville City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to Virginia Code section 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon

conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Charlottesville and the Charlottesville City School Board of any event that renders this certification untrue.

NN. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the City of Charlottesville to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the City's procurement activities. Toward that end the City of Charlottesville encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. **Offeror are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract.**

OO. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: http://www.scc.virginia.gov/.

PP. TAXES: Include only taxes applicable to the project in this proposal. The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Charlottesville upon request.

QQ. TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

RR. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

SS. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offerer is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Adequate data for evaluation purposes must be provided. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

TT. The terms and conditions set forth above within this Request for Proposals shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

IX.   SPECIAL TERMS AND CONDITIONS:

A.   AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Charlottesville, whichever is sooner. The City, its authorized agents, and/or City auditors shall have full access to and the right to examine any of said materials during said period.

B.   CANCELLATION OF CONTRACT: The contract can be terminated for cause, upon fourteen (14) days notice to the contractor, or for the convenience of the City upon (30) thirty days' written notice to the Contractor.

C. RENEWAL OF CONTRACT: Maintenance and Support Agreement shall be for a period of five years beginning from the date of the ratified agreement with the option to renew, after the initial five year period, annually under the terms of the original agreement for the life cycle of the system as determined the City. Each additional one year term must be agreed to in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Services, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

D. SOFTWARE UPGRADES: The City shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the City's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.

E. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the City shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the City shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the City in this respect shall survive for a period of twenty (20) years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

F. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the City reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The City further reserves the right to transfer all rights under the license to another City department to which some or all of its functions are transferred.

G. TITLE TO SOFTWARE: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

H. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

X. METHOD OF PAYMENT: The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice or goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the require payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.

XI. PRICING SCHEDULE: SEE ATTACHMENT F.

XII.   ATTACHMENTS:

ATTACHMENT A	Signature Sheet
ATTACHMENT B	State Corporation Commission Form
ATTACHMENT C	Offeror Data Sheet
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Proprietary/Confidential Information Identification
ATTACHMENT F	Pricing Schedule
ATTACHMENT G	Supplemental Questions
ATTACHMENT H	List of Requirements

SIGNATURE SHEET

RFP# TAX REVENUE SYS/13-46

Title: INTEGRATED TAX REVENUE SYSTEM

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

_____ Date: _____

_____ By: _____

_____ (Signature In Ink)

_____Zip Code:_____ Name: _____

Telephone Number: (___)_____ (Please Print)

Fax Number: (___) _____ Title: _____

E-mail Address: _____

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The bidder/offeror:

☐	is a corporation or other business entity with the following Virginia SCC identification number: _____ **-OR-**
☐	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
☐	is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder/offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder/offeror's out-of-state location) **-OR-**
☐	is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **Attach opinion to this form.**
☐	**Check the following box if you have <u>not completed any of the foregoing options</u> but currently have pending before the Virginia SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver).**

I certify the accuracy of this information.

Signed: _____Title: _____ Date: _____

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1.   Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2.   Vendor's Primary Contact:

        Name: _____   Phone: _____

3.   Years in Business: Indicate the length of time you have been in business providing this type of good or service:

        _____ Years   _____ Months

4.   Vendor Information:

        FIN or FEI Number: _____ If Company, Corporation, or Partnership

5.   Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

    A.   Company:_____Contact: _____

        Phone:(_____)_____ Email:_____

        Project:_____

        Dates of Service: _____$ Value: _____

    B.   Company_____   Contact: _____

        Phone:(_____)_____ Email: _____

        Project:_____

        Dates of Service: _____$ Value: _____

    C.   Company:_____ Contact: _____

        Phone:(_____)_____Email: _____

        Project:_____

        Dates of Service: _____$ Value: _____

    D.   Company:_____Contact: _____

        Phone:(_____)_____Email: _____

        Project:_____

        Dates of Service: _____$ Value: _____

I certify the accuracy of this information.

Signed: _____Title: _____ Date: _____

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certification of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

_____
Signature of Company Representative

_____
Name of Company

_____
Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA
CITY OF CHARLOTTESVILLE, to wit:
The foregoing Certification of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to before the undersigned notary public by _____ on _____.

_____
Notary Public

My commission expires:_____

CODE OF VIRGINIA
 &18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Name of Firm/Offeror: _____

RFP#: TAX REVENUE SYS/13-46

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER (S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

PRICING SCHEDULE-SaaS Pricing using City Cashiering System

1. **System Price** $_____

Price for all hardware/software components and any other items required to provide the proposed system.

2. **Implementation Price** $_____

Price shall include all labor, hardware, software, tools, equipment and incidentals necessary to install and configure the proposed system. Price shall include training and travel expenses.

3. **Annual Maintenance and Support after the**   Year 1 $_____
expiration of the warranty period.

Year 2 $_____

Year 3 $_____

Year 4 $_____

Year 5 $_____

Price shall include all labor, travel, supervision, tools, equipment and incidentals, as necessary to provide hardware and software maintenance for the proposed system. Please include a five year total cost.

4. **Additional Charges**

List and price any additional hardware/software/services or optional items not included in the base price:

Hourly rate for customization $_____per hour

_____ $_____per _____

_____ $_____per _____

_____ $_____per _____

_____ $_____per _____

_____ $_____per _____

_____ $_____per _____

_____ $_____per _____

_____ $_____per _____

PRICING SCHEDULE-City-Hosted Solution with City Cashiering System

1. **System Price** $_____

Price for all hardware/software components and any other items required to provide the proposed system.

2. **Implementation Price** $_____

Price shall include all labor, hardware, software, tools, equipment and incidentals necessary to install and configure the proposed system. Price shall include training and travel expenses.

3. **Annual Maintenance and Support after the**   Year 1 $_____
expiration of the warranty period.

                                                             Year 2 $_____

                                                             Year 3 $_____

                                                             Year 4 $_____

                                                             Year 5 $_____

Price shall include all labor, travel, supervision, tools, equipment and incidentals, as necessary to provide hardware and software maintenance for the proposed system. Please include a five year total cost.

4. **Additional Charges**

List and price any additional hardware/software/services or optional items not included in the base price:

Hourly rate for customization $_____per hour

_____ $_____per _____

_____ $_____per _____

_____ $_____per _____

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_____ $_____per _____

_____ $_____per _____

_____ $_____per _____

_____ $_____per _____

PRICING SCHEDULE-Additional Cost for Including Cashiering System

Please provide pricing for including a cashiering solution that would be integrated with the tax system.
Please provide pricing for the amount of the increase only.

1. **System Price** $_____

Price for all hardware/software components and any other items required to provide the proposed system.

2. **Implementation Price** $_____

Price shall include all labor, hardware, software, tools, equipment and incidentals necessary to install and configure the proposed system. Price shall include training and travel expenses.

3. **Annual Maintenance and Support after the**   Year 1 $_____
expiration of the warranty period.
                                                                              Year 2 $_____

                                                                              Year 3 $_____

                                                                              Year 4 $_____

                                                                              Year 5 $_____

Price shall include all labor, travel, supervision, tools, equipment and incidentals, as necessary to provide hardware and software maintenance for the proposed system. Please include a five year total cost.

4. **Additional Charges**

List and price any additional hardware/software/services or optional items not included in the base price:

Hourly rate for customization $_____per hour

_____ $_____per _____

_____ $_____per _____

_____ $_____per _____

_____ $_____per _____

_____ $_____per _____

_____ $_____per _____

_____ $_____per _____

_____ $_____per _____

SUPPLEMENTAL QUESTIONS

1. Describe your system's reporting and analysis tools. Please provide samples of standard reports and explain how modifications are performed.

2. How can users create additional reports and ad hoc reporting? Is the database ODBC compliant?

3. Describe your company's implementation and roll out plan. What does a typical conversion look like and how long does it take? How much work is required on-site?

4. Describe a training plan including an overview of your strategy, classes offered, and one-time vs. ongoing training availability. Are there training opportunities beyond implementation? Are there online resources available?

5. Describe your company's maintenance and support program, including dedicated staff, phone and email support, response times, and services included in annual maintenance agreements.

6. Describe your approach to handling data conversion from legacy systems.

7. Describe any third-party applications needed as part of the proposed solution and how they provide value to the City.

8. Describe ways in which your system helps automate repetitive and predictable aspects of required processes.

9. Describe how the solution handles tax relief programs for real estate taxes such as Elderly and Disabled Relief, Solar Energy Credits, and Abatement Programs.

10. What capabilities are included in your solution for delinquent collections? Be specific if a third-party solution is recommended.

11. What interfaces do you already have established as part of your solution with DMV, NADA, State Department of Taxation (DSO), or other external systems?

12. Do you currently handle stormwater utility billing and administration within your solution for any other Virginia localities?

13. What kind of modifications can be made to vendor-supplied processes, data elements, data structure, and screen displays? Please provide a list of user-modifiable elements (tables, drop-down lists, structural or process governance).

14. Describe the methodology for governing user access, including a detailed list of fields and/or activities that can be restricted by user login.

ATTACHMENT H

LIST OF REQUIREMENTS

	Treasurer's Requirements					
	Description	**Yes**	**No**	**With Modification**	**Cost of Modification**	**Comments**
Item #	**General Requirements**					
1	System uptime should be 99% or higher and be able to run simultaneously with other programs on the user's computer					
2	System should automate repetitive and predictable aspects of processes					
3	System should provide real-time processing of payments if desired, and reduce time it takes to balance payments received					
4	The graphical layout of information in the system should be easy to follow and intuitive					
5	The graphical layout of information should allow for minor modifications by the user, including color and text size					
6	System should provide a singular view of taxpayer information					
7	Long-running processes should not negatively impact other user's use of the system					
8	Long-running processes can be scheduled to run at a later time					
9	System should comply with all of Charlottesville's legal taxation requirements					
10	System should allow for system flags to customer information which alert, change, or prevent actions					
11	Running reports will not suspend other user action					
12	System should maintain static and ad-hoc reporting					
13	System should have ability to schedule static reports					
14	System should retain all taxpayer information until purged by the City					
15	System should use unique legal identification information to prevent duplication of customer records					
16	System should allow for wildcard searches in data fields					
17	System should include a test environment that mirrors production environment.					

19	**Real Estate Billing Requirements**					
20	System should accept a file import from the City's Real Estate Assessment System (Vision Appraisal)					
21	System should match assessment information sent from Assessor to current taxpayer records					
22	System should have ability to generate real estate tax bills based on imported assessed values					
23	System should generate 1st and 2nd half bills each tax year					
24	System should be able to generate supplemental bills based on changes in assessed value during billing year					
25	System should have ability to record and maintain multiple owners for a real estate parcel					
26	System should have the ability to administer real estate tax relief programs (elderly/disabled/veteran/City CHAP Grant)					
27	System should have ability to maintain tax-exempt accounts					
28	System should allow for the administration of mortgage company commitment files					
29	System should allow for maintenance of a list of mortgage companies and notation of parcels each company intends to pay					
30	System should allow for the acceptance of both taxable and non-taxable property information					
31	System should allow user to browse/search based on any available information (parcel, rpc, owner name, street name, street number)					
32	System should store appropriate parcel information such as parcel number, rpc, address, legal description, and lot size, as imported from assessment system					
33	System should store basic stormwater utility information such as impervious surface by parcel					
35	**Treasurer's Office Requirements**					
36	**Refunds**					
37	System should have ability to generate refunds based on overpayments or exonerations					
38	System should have the ability to track refunds and set refund thresholds for users					

39	System should have ability to interface with City ERP (SAP) to transfer refund information to Accounts Payable electronically, or alternatively, provide a file that can be uploaded					
40	System should use a workflow process to aid in processing refunds					
41	The system should have the ability to send refunds to an alternate address					
42	The system should be able to generate reports for refunds processed, not processed					
43	Ability to automatically calculate and add penalty and interest to a refund amount if an exoneration occurs after a payment has been made					
44	Ability to add penalty or interest to a refund due to an exoneration after a payment has been made if system does not calculate amounts automatically					
45	Ability to exonerate past year tax amounts and automatically generate refunds					
46	System should require authorized approval for refunds over a predetermined dollar amount					
47	System should have ability to apply refunds to balance due on an account					
48	System should have the ability to prevent duplicate processing of refunds					
49	System should have ability to perform a credit balance transfer from one account to another					
50	System should allow authorized users to search for unprocessed refunds by refund number, account number, name, or tax identification number					
51	System should be able to classify refunds by type such as from exonerations or overpayments					
53	**Billing**					
54	The system should have the ability to assign a pre-scheduled due date or a rolling due date when bills are produced					
55	System should automatically calculate tax relief and exonerations					
56	System should calculate net tax amount due after refunds, tax relief, penalties, or exonerations					
57	System should assign a unique bill id to each bill generated					

58	System should automatically calculate penalty and interest based on business rules					
59	System should provide for configurable bill messages to display on the bill					
60	System should provide for the use of barcodes and/OCR scan lines on bills					
61	System should generate bill files to send to a third-party print vendor					
62	System should generate bills that can be processed through a third party remittance vendor (Remit Plus)					
63	System should allow for multiple owner names to appear on a bill or notice					
64	System should be able to omit bills under a minimum threshold from a print or export file					
65	System should allow for the ability to bill delinquent accounts					
66	System should be able to auto-calculate penalty and interest on a bill to a user-defined future payoff date					
67	System should be able to bill a stormwater utility fee, store impervious surface data, and a billing rate					
68	System should be able to add miscellaneous bills to a real estate account such as weed/bulk/trash bills					
69	System should allow for batch, supplemental, and "on-demand" billing					
70	System should be able to send consolidated statements to fleet/lease companies					
71	System should allow for an individual statement to be printed at any time which displays the current balance due					
73	**Payments**					
74	System should have the ability to scan designated input forms and populate data					
75	System should allow for multiple tender types on one bill					
76	System should allow advance payments for future billing periods					
77	System should record tender types in payment information					
78	System should automatically assess retro-active penalty and interest on back-offed payments when applicable					
79	System should accept batch payment uploads from third party systems (including lockbox payments, electronic payments, ach payments, credit card payments, and mortgage company payments)					

80	System should allow for back-dating of payments when necessary					
82	**State Income and Estimated Taxes**					
83	Ability to administer state income taxes within the system					
84	Ability to generate notices and letters regarding state income taxes					
85	Ability to update and maintain quarterly interest rates					
86	Ability to manually waive penalty and interest					
87	Ability to maintain system requirements adhering to Commonwealth of Virginia income tax legislation					
88	Ability to generate year-end uncollected report and electronic file of accounts to be conveyed to the department of taxation.					
90	**Dog License**					
91	Ability to administer a dog license program in accordance with State of Virginia legal guidelines					
92	Ability to enter new customers, dogs, and licenses					
93	Ability to issue one and three year dog tags					
94	Ability to record rabies vaccination information for each dog in the system					
95	Ability to store historical dog license information					
96	Ability to generate renewal notices on an annual basis					
97	Ability to generate reports showing non-compliant dogs					
99	**Cashiering (items with a * only apply if offeror cashiering is used)**					
100	System should automatically determine how partial payments will be applied according to business rules set by the City					
101	The system should allow for the override of payment application rules					
102	System should allow authorized parties to waive penalty, interest, and fees associated with a bill					
103	The system should not store credit card information					
104	The systems should adhere to all PCI and card industry standards					
105	System should be able to administer and track ACH payments and enrollments					
106	System should identify accounts enrolled in ACH payment plan					

107	System should store bank and routing account information for enrolled accounts					
108	System should generate a file as requested for accounts enrolled in ACH payment plan with a current balance due					
109	Ability to reprint payment receipts					
110	System should have ability to accept a payment file from the "Cencash" cashiering system (if using City cashiering system)					
111	Ability to pass account and balance information to the external cashiering system (if using City cashiering system)					
112	Ability to accept uploads of lockbox payment files from City cashiering system (if using City cashiering system)					
113	Ability to maintain system flags that the Cencash cashiering system can pick up to display customized messages to cashiers (if using City cashiering system)					
114	* system has a cashiering module that can be added					
115	* cashiering system can create files to upload to SAP accounting system daily					
117	**Collections**					
118	System should facilitate the management of returned checks					
119	System should provide an easy workflow process for backing off returned checks					
120	System should have ability to notate accounts with a returned check					
121	System should have the ability to maintain and monitor payment arrangements					
122	System should assist users in determining payment plan amounts based on future accruals of penalty and interest					
123	The system should have the ability to generate the necessary documents to initiate a bank or employer lien					
124	The system should have the ability to track the judicial sale process for real estate accounts					
125	System should provide for the administration of the DMV stop program with the State DMV					
126	System should allow for the automatic application of DMV stop fees to accounts notated with a DMV stop					

127	System should prevent adding a DMV stop fee to an account that already has one					
128	System should have the ability to interface with the State Department of Taxation's Debt SetOff Program					
129	System should be able to track accounts in the Debt SetOff Program					
130	System should allow authorized users to write off debts that reach their statute of limitations for collections					
131	System should allow for the excluding of accounts in bankruptcy in the batch write-off process					
132	System should have to ability to notate accounts forwarded to a third-party collection agency					
133	System should allow for the administration of bankruptcy process					
134	System should allow for the recording of bankruptcy case information, such as case number, case type, and filing date					
135	System should be able to freeze penalty and/or interest on a certain date in accordance with federal bankruptcy guidelines					
136	System should provide an audit trail for actions taken within the system					
137	System should have ability to automatically apply delinquent fees to accounts using specific user-defined parameters					
138	System shall alert user issuing a business license if there are other unpaid tax accounts on the system					
140	**Customer Administration**					
141	System should have the ability to use validation rules for customer addresses					
142	System should have ability to mark an account as having an invalid address					
143	System should allow users to only edit fields they are authorized to edit					
144	System should keep a record of past mailing address history					
145	System should allow for images and document storage at the account level					
146	System should be able to store notes at the account or taxpayer level					
147	System should be able to store the source of an address change or account update (user, CAMA import)					
148	System should be able to store reason codes for an address change					
149	System should support either 5 or 9 digit zip codes					

150	System should prevent users from editing another user's notes on an account				
151	System should allow for storage of customer information including name, address, tax id, phone number, fax number, email address				
152	System should allow for customers to be linked to at least 100 accounts				
153	System should allow for an account to store at least 500 taxable items (vehicles, property)				
154	System should allow for an unlimited number of transactions on an account				
155	System should allow for foreign mailing addresses				
157	**System Administration**				
158	System should have proper administrative functions to assign user access, set up new users, and provide audit reports for user activity				
159	System should allow for transferrable "roles" that can be assigned to users				
160	System should maintain tax, penalty, interest, and fee rate schedules by year and tax type				
161	System provides for role-based security				
162	System should provide an audit trail when credit balance transfers occur from one account to another occur				
163	System should allow for display of certain information to only those users authorized to access that information				
164	System should allow for standard windows functions such as "copy and paste" within the system and from external applications				
165	System should provide for remote access by users				
166	System should allow for customized data label fields to fit City needs				
168	**Reporting**				
169	System should provide for end of year reporting on receivable balance and amounts collected				
170	System should provide for reporting of payments, overpayments, refunds, or exonerations, for a specific time period				
171	System should allow for print screen capture and redact sensitive information automatically (such as SSN)				
172	System should have a report writer compatible with Crystal Reports				

		Yes	No	With Modification	Cost of Modification	Comments
173	System should provide reports to assist in balancing bill file accuracy					
174	System should generate journal entries to SAP accounting system to post adjustments and payments to receivables balance					

	Commissioner's Requirements					
	Description	**Yes**	**No**	**With Modification**	**Cost of Modification**	**Comments**
Item #	**General Requirements - Application Configuration Requirements**					
1	System shall comply with the Code of Charlottesville and the Code of Virginia, Title 58.1 in respect to all tax types subject to the laws of this locality.					
2	System shall have an administrative function that will authorize one or more appointed local administrators to set constants or parameters for each tax type, such as tax rate or fee based on set parameters for business license and for ad valorem taxes, personal property tax rate by classification, penalty rate, interest rate, due date, set periods starting on January 1 of each year or at the beginning of each quarter of a calendar year for the purpose of applying different interest rates for a quarter and to authorize local administrator to set rights for other users who will add and edit tax records for specified tax revenue types.					
3	System shall have the ability to authorize users to add and maintain individual tax revenue accounts.					
4	System shall be SQL compatible.					
5	System shall calculate tax due by using the appropriate tax rate tied to each tax type administered by the commissioner of the revenue taking into account the legal receipt date. When report and payment are determined to be late by the Commissioner, system shall calculate penalty and interest and balance due after applying any accompanying payment, and shall be able to print out a statement indicating balance due for mailing to taxpayer.					
6	System shall permit Commissioner of the Revenue to waive penalty as provided in Code of Virginia.					
7	System shall maintain, track, and keep a history, by tax year/period, of city-defined minimum values including, but not limited to, assessment values, and tax amounts.					

8	System shall provide a selection for out-of-country mailing that will provide a format and field size that will allow an out-of-country mailing address without the constraints of in-country formatting.				
9	System will enable automatic statutory assessments with criteria set by the Commissioner of the Revenue when taxpayer fails to file information return by the due date.				
10	System shall provide selection lists for appropriate data fields such as make of vehicle, property type, leasing company, exemption status, PPTR status, ownership type, business classification, adjustment reason codes, and others				
11	System shall have the ability to mass purge/archive taxpayers and vehicles (not necessarily at the same time) based on specific criteria.				
12	System shall have the ability to purge/archive data according to preset conditions set by the Commissioner of the Revenue as required by the Library of Virginia and Code of Virginia.				
13	System shall provide jurisdiction or military home of record of taxpayer moving into or out of the city. For instance, system will provide Virginia jurisdiction, other state jurisdiction, or out-of-country location. .				
14	System shall generate a unique account number when creating a new account for vehicle assessment purposes.				
15	System shall provide a beginning and ending date for requiring business to collect trust taxes such as meals, transient occupancy, short-term rental, consumer utility, and consumptions tax.				
16	System shall provide codes or selection list to identify reason for address change.				
17	System shall provide history of address changes to include date of changes, users who made changes, and details of changes.				
18	System shall have the ability to import, compare, and make changes based on National Change of Address (NCOA), if parameters set by the Commissioner are met.				
19	System shall maintain taxpayer legal name (whether sole proprietor, un-registered partnership or legal entity) with its associated taxpayer identification number (TIN) related to multiple addresses (situs & mailing address).				
21	**General Requirements - Discovery & Maintaining Data**				

22	Ability for a user to maintain and track unlimited tax types, including, but not limited to, business licenses, personal property, and excise tax, for the same customer record.				
23	Ability to automatically generate an account record for user defined tax years, when adding a record for the current tax year.				
24	Ability to generate assessments based on the previous year's billing based on user input and criteria including, but not limited to, percentages and industry criteria.				
25	Ability to identify tax exempt accounts and provide the option of rolling exemptions forward annually or having them expire.				
26	Ability to maintain and track leasing company data associated with a property record. This includes but not limited to, name, mailing address, FID# / SS# of Lessee and Lesser.				
27	Ability to maintain and track multiple user-defined fields per account per tax type with associated date of data change.				
28	Ability to maintain and track multiple user-defined action codes per account per tax type with associated date of action taken.				
29	Ability to store unlimited comments for an account record.				
30	Ability to provide simplistic navigation among the various associated tax accounts related to an individual customer and provides a single view of all tax accounts for a customer from one display screen or printed report.				
31	Ability to set up an unlimited number of accounts for an entity, and an unlimited number of taxes and fees. Example: A Retailer has multiple locations, and there is a distinct business license associated with each location. Each store may also have multiple business license types, such as retail, repair, etc.. Each store may have multiple tangible property accounts and fiduciary tax accounts. The system must provide for the creation and association of all of these accounts and they must be associated by a unique identifier.				
32	Ability to bill on demand when a new account is created and include late filing or other penalties and interest, when appropriate and allow the user to print a bill, including calculating based on a future payment date				
33	Ability to transfer assessments and payments between accounts utilizing approval criteria and user defined parameters				
34	Ability to maintain and track movement through a process, including, but not limited to: not filed, filed, notice letter, summons letter, summons, criminal action, civil action, and audit.				

36	**Tangible Personal Property: Assessments, Tax Calculations, Levies & Payments**					
37	Ability to utilize a base system structure that mirrors the structure of the Tax Code of Virginia with property classifications, tax rates, assessment methods and exemptions in direct correspondence to those laid out in section 58.1 of the Virginia Tax Code as the basis for the assessment of tax.					
38	Ability to maintain personal property tax records taxable to the owner(s) as titled on VA DMV					
39	Ability to find account or item by vehicle identification number, state license plate number, title number, name (or portion thereof), address (street name, house number), driver's license number, SSN, taxpayer (account) number and other data items as necessary.					
40	Ability to inquire bill or taxpayer information, then easily select other options to see other information pertinent to same bill or taxpayer that may be displayed on other screens.					
41	Ability to identify automobiles, trucks, motorcycles, boats, boat motors, trailers and mobile homes as separate types with the capability to add additional types of personal property in the future, if needed.					
42	Ability to identify business owned automobiles, trucks, motorcycles, boats, boat motors, trailers, mobile homes, tools, equipment, computers and the business itself, with the capability to add additional types of property in the future, if needed.					
43	Ability to identify leased vehicles.					
44	Ability to associate the leasing company, the driver, and the lessee to leased vehicles.					
45	Ability to classify/report on personal property by type of personal property (auto, motor and other data items as needed).					
46	Ability to assess an annual license registration fee on eligible vehicles, at various rates based on Charlottesville ordinance, sometimes based on greater of empty or gross vehicle weight, as stored by VA DMV					
47	Ability to exempt an item from the vehicle license fee, either entirely, or for a specific year, for a variety of user-defined reasons					
48	Ability to classify/report/exclude from PPTR eligibility personal property by type of usage (ex. Automobiles/trucks can be classified and assessed by usage: general use, antique, farm use).					
49	Ability to identify motor homes and conversion vans.					

50	Ability to identify taxpayers in different capacities (such as military) and use this information when necessary for special calculations.				
51	Ability to provide a data entry screen which replicates key elements from the vehicle registration.				
52	Ability for application to automatically perform a check-digit validation on the VIN.				
53	Ability for application to automatically verify the Model Year of the vehicle with the VIN.				
54	Ability to assign PPTR codes (chosen by City) correctly to vehicles based on certain criteria.				
55	Ability to add new taxpayer information to system to include, but not limited to, separate fields for SSN, Driver License Number (and state of issue) and Federal Tax ID number.				
56	Ability to add new vehicle information, Including, but not limited to, the following: (not all are required for every vehicle type): Title #, VIN (Vehicle identification number), Vehicle ID (system generated), make, model, year, length, width, description, lease status, leasing company, lessee name, type of vehicle, usage of vehicle, empty weight, gross weight, vehicle accessory information (4WD, gas or diesel engine, for example), DMV PPTR use, local PPTR status (may be different)				
57	Ability to receive information from Virginia DMV and compare it to current local information and possibly make changes, with allowance for changing default settings, not adding the item, or adding it differently The DMV provides weekly file updates per jurisdiction, including PPTR related information, disposals, move-ins, purchases, move-outs.				
58	Ability to automatically generate a work queue for preemptive review of the data in an imported DMV file using the following personal property queries:				
59	- DMV File Review: Record Matches with Owner Tax ID Discrepancy				
60	- DMV File Review: DMV Vehicles with No Tags				
61	- DMV File Review: DMV Vehicles Sold In A Prior Year				
62	- DMV File Review: Beginning Tax Liability Date More Than 60 Days Prior to Current Date				
63	Ability to add a note during the DMV import process, to created or updated accounts				
64	Ability to prevent creating duplicate personal property accounts when uploading data from an imported DMV file.				

65	Ability to prevent creating personal property accounts for vehicles that are garaged in other jurisdictions when uploading data from an imported DMV file.					
66	Ability for authorized users to configure the criteria used to upload data from an imported DMV file.					
67	Ability to maintain the following information about each personal property account:					
68	- Personal property account #					
69	- Account create date					
70	- Account created by					
71	- Property type					
72	- Exemptions					
73	. Ownership effective date					
74	. Owner tax IDs (FEIN, SSN)					
75	. Owner names (including co-owner)					
76	- Mailing address					
77	- Physical address					
78	. Tax Map Parcel ID					
79	. Phone Number(s)					
80	. Fax Number(s)					
81	. Email Address(es)					
82	- Model year					
83	- Make					
84	- Model					
85	- Body type					
86	- VIN					
87	- Title #					
88	- Title date					
89	- Tag #					
90	- Tag expires date					
91	- Purchase year					
92	- Purchase cost					
93	- Fuel type					
94	Empty weight					
95	Gross weight					

96	. Number of Cylinders					
97	- Leased vehicle indicator					
98	- Lessee tax ID					
99	Ability to maintain the following information about each personal property account and each tax year:					
100	- Tax year					
101	- Beginning tax liability date					
102	- Ending tax liability date					
103	. Proration Reason Code					
104	. Number of Months Owned (proration)					
105	. Account source (Example: front counter, DMV, Statutory, notification from other locality, etc.)					
106	- Move from jurisdiction					
107	- Move to jurisdiction					
108	DMV Ownership type, Vehicle Use and PPTR status					
109	- Situs - Jan 1					
110	- Situs - Current					
111	- Effective date of situs					
112	. Property Class					
113	. Assessment Reason (Example: Web filing, mail, front counter)					
114	- Default assessment method					
115	- Actual assessment method					
116	- Assessment value					
117	- Assessment adjustments					
118	- Tax rates					
119	. Tax Amount					
120	. Late File Amount					
121	. Late Pay Amount					
122	. Interest Amount					
123	. Payment Amount					
124	. Adjustment Amount					
125	. Vehicle License Fee status					
126	. Amount Due					
127	. Due Date					
128	. Filing date					

129	. Filing extension date					
130	. Late File Indicator					
131	- PPTR qualification					
132	- Mileage					
133	Ability to maintain the following information on each Abatement:					
134	. Adjustment Type					
135	. Adjustment Reason					
136	. Tax Year					
137	. Adjustment Amount					
138	. Adjustment Date					
139	. Orig Assessment Amount					
140	. Orig Tax Amount					
141	. Orig Late File Amount					
142	. Orig Late Pay Amount					
143	. Orig Interest Amount					
144	. Orig Total Due					
145	. Abated Assessment Amount					
146	. Abated Tax Amount					
147	. Abated Late File Amount					
148	. Abated Late Pay Amount					
149	. Abated Interest Amount					
150	. Abated Total Due					
151	. Corrected Assessment Amount					
152	. Corrected Tax Amount					
153	. Corrected Late File Amount					
154	. Corrected Late Pay Amount					
155	. Corrected Interest Amount					
156	. Corrected Total Due					
157	Ability to change city-defined minimum assessment values including, but not limited to, minimum assessment values and tax amounts for property types for each tax year, and keep history accordingly based on the minimum for that time period.					
158	Ability to allow for multiple vehicles per taxpayer account.					
159	Ability to update vehicle information.					

160	Ability to change taxpayer name(s) associated with vehicles.					
161	Ability to assign values to vehicles and other types of property using an automated valuation model (internal calculation) or in bulk from an external source, allow changes to current (unbilled) valuation, and to enter values through manual entry/calculation model.					
162	Ability for authorized users to maintain a list of account sources for personal property accounts.					
163	Ability for authorized users to maintain a list of assessment reasons for personal property accounts.					
164	Ability to automatically set the default assessment method for each personal property account upon creation based on configurable criteria.					
165	Ability for authorized users to configure the criteria used to set the default assessment method for each new personal property account created.					
166	Ability to automatically set a default assessment method for each personal property item upon entry, with the ability to change the default method of assessment for future years.					
167	Ability to maintain the actual assessment method used for each personal property item for each tax year.					
168	Ability to limit the actual assessment method choices available for user selection on a personal property account based on configurable criteria is preferred.					
169	Ability to review and run calculations and reports on information as it will be billed (for example, to create a preliminary "book" for purposes of calculating PPTR rate, or to mine for data errors, exceptions.					
170	Ability for authorized users to configure the criteria used to limit the actual assessment method choices available for user selection on a personal property account.					
171	Ability to maintain information about personal property tax rates for each personal property account and each tax year as follows:					
172	- Personal property account number					
173	- Tax year					
174	- Tax rate ID					
175	- Effective beginning date of tax rate within the tax year					
176	- Effective ending date of tax rate for within the tax year					
177	Ability for authorized users to import vehicle valuation data files from NADA or other similar valuation service.					

178	Ability for authorized users to import vehicle mileage adjustment data files from NADA or other similar valuation service.					
179	Ability to preemptively review the data in an imported NADA file before the data is used to create system records.					
180	Ability to preemptively review the data in an imported NADA file before the data is used to update system records.					
181	Ability to maintain NADA mileage adjustment information for multiple years.					
182	Ability to maintain NADA valuation information for multiple years.					
183	Ability for authorized users to configure for each tax year the NADA valuation being utilized for assessment purposes.					
184	Ability for authorized users to specify and maintain the NADA data date to be used for each tax year.					
185	Ability to use monthly report of PPTR-qualified leased vehicles, provided by DMV, but with user-intervention on which items actually qualify (DMV sends csv file)					
186	Ability to import a file of mobile home data from DMV.					
187	Ability to utilize the file of mobile home data from DMV to update mobile home data on corresponding mobile home personal property records.					
188	Ability to utilize the file of mobile home data from DMV to create new mobile home personal property records.					
189	Ability to enter 'sold/disposal date' for vehicle which may then create an adjustment of tax assessment, and possibly a credit for taxes paid. Charlottesville currently prorates personal property taxes based on a 12 month period and license fees on a quarterly basis, only if the item is sold and is not in a non-prorating jurisdiction or is moved out to a VA prorating jurisdiction or to another state					
190	Ability to store a move-out or disposal without creating an adjustment to tax assessment.					
191	Ability to prevent a taxpayer from receiving any new bills once the taxpayer no longer has personal property items to assess. Need to have date associated with change of status. Taxpayer to remain on system at least until all bills have been paid.					
192	Ability for authorized users to import registered watercraft data files from the Virginia Department of Game and Inland Fisheries.					
194	**Business Tangible Personal Property, Machinery Tools**					

195	System shall comply with Code of Virginia in respect to property classifications, tax rates, assessment methods/valuations and exemptions.				
196	Ability to create Business Tangible Personal Property or Machinery & Tools filling requirement at time of license issuance.				
197	Statement of balance due for Business Tangible Personal Property tax will include the mailing information, such that the address will show in a window-envelope, location of business, account number, tax year, details for assessment including equipment description with acquisition year, original cost, valuation rate, tax rate, tax calculated for each acquisition year (total of 7 acquisition years), and total amount due.				
198	**From Master Record of Business License:** Business License Classification, License #, and Start Date for Business License must be reflected on the General Information of Business Tangible Personal Property or Machinery & Tools screen.				
199	**System shall maintain the following master information for each Business Tangible Personal Property or Machinery and Tools account as follows:** Business Tangible Personal Property or Machinery & Tools Account #, Account Created Date, Account Created By (user name), Legal Name, Trade Name, Taxpayer Identification Number (TIN will be employer identification number or social security number), Mailing Address, Business Location (In City, physical address), Telephone Numbers, Fax Number, E-mail Address, Property Type (Business Tangible Personal Property or Machinery & Tools), Exemptions, Leasing Company Property Indicator Flag, Date Business Began in City, Business License # (if any), Business Activity Classification (for business license, if any).				
200	**System shall maintain all details about the assessment of each account by tax year.** System shall have a data entry screen that provides fields for property costs reported in totals by year of acquisition. The fields will include by acquisition year Non-computer Costs, Computer Costs, Total All Costs (for each acquisition year), Valuation Ratio (starts at 25% and drops 2.5% per year until 7th year at 10%), Assessed Value, Tax Rate, Tax (per acquisition year). Information about assets for key-entry is provided by T/P's filings.				
201	To clarify, total cost for all equipment purchased in an acquisition year is tracked up to 7 acquisition years. When equipment ages over 7 years, it stays in the "7 years or older" category or until disposed of.				
202	System shall track (count) # of returns entered into the system for each tax year.				

203	System shall track total sum of all assessed asset values for each tax year and the estimated tax due before book closing for Business Tangible Personal Property or Machinery & Tools.				
204	System shall have the ability to automatically exempt a business tangible property account from tax for any time period in which any associated business tangible property tax exemption record is effective, based on the effective beginning dates and effective ending dates of tax exemptions.				
205	System shall provide assessment valuation immediately upon entering un-reported property costs (in addition) for prior year/s (current & 3 years) for billing at a later date.				
206	System shall recalculate assessed values when a change is made to equipment cost values for prior years.				
207	System shall prompt the user to confirm a change to any of the total cost values for prior years' fields (for exoneration or additional assessment purposes). Any change to values must be documented by the system and original history maintained.				
208	System shall immediately adjust tax due (also penalty and interest, when applicable) when user keys property valuation changes to an account. All changes to accounts will be tracked by system in an edit report.				
209	System shall track all address changes and shall provide a field for data entry purpose for situs of taxable property located in the city.				
210	User shall be able to print a return for a non-filer, including the current year return and up to 3 years back.				
211	System shall have the ability to allow authorized user to print or export for mailing service, the annual Returns of Business Tangible Personal Property or Machinery Tools for all active businesses. In this process, original cost basis and description of all equipment grouped by acquisition year will be aged one year and will be carried forward into the up-coming tax year's return. All line totals would then be located one line down from previous year with the 6th year's line total added to the 7 year's total to remain until disposed of.				
212	System shall have the ability to allow authorized user to print or export for mailing service Returns for businesses who have not reported and filed by the due date of January 31st.				
213	System shall provide unlimited notes to file.				

215	**Business License, Meals Tax, Transient Occupancy, Short-term Rental-Consumer Utility, Consumption**				
216	System shall comply with all state laws, specifically Code of Virginia 58.1-3700 et seq, and Code of Charlottesville for business licensing and all other taxes associated with one or more business activities at one location. These taxes include but are not limited to meals, transient occupancy, short-term rental, consumer utility, & consumption taxes.				
217	**Relating to Business Licensing:** System shall create a new record number for a new business license applicant. New business license record will contain master data information relevant to all tax years in business. System will capture legal name, trade name, beginning date, taxpayer identification number (TIN) which will either be employer identification number (EIN) or social security number (SSN), 2 10-digit telephone #''s, email address, contact person/s, indicators of liability for other taxes at same situs (business tangible personal property, meals, transient occupancy, short-term rental, consumer utility, & consumption), health department approval, zoning approval, ABC approval, parcel #, NAICS (6 digit field), Virginia Registration #.				
218	**Administrative:** System shall allow appointed administrators from the office of the Commissioner of the Revenue to authorize users to maintain confidential tax information as required by state law. Confidential tax information includes business license data and all other revenue account types associated with business at the same location such as, but not be limited to, meals, transient occupancy, short-term rental, consumer utility, and consumption taxes.				
219	**Report Capability**: System shall provide reports/applications/balance due notices relating to business licensing that include single and batch printing of Charlottesville - City License Applications, Batch Payment Report of all payments posted to tax system (user-defined period) including meals, transient occupancy, short-term rental, consumer utility, and consumption, after self-assessed report with payment from taxpayer is audited by Commissioner of the Revenue staff, print delinquent Charlottesville-City License Applications using taxpayer reported gross receipts with unpaid balances or statutoried assessments based on previous year's gross receipts. System shall, also, provide report YTD Business License Payments, Business Year-End Classification Details, Business Year-End Classification Summary. System shall also provide report/balance due notices relating to a report/payment that is deficient due to some error for a monthly meals tax, transient occupancy tax, short-term rental tax, consumer utility tax, consumptions tax.				

220	System must take into account that some legal names will include sole proprietorships and un-registered partnerships that will require capturing the first name, middle initial, and last name with suffix (total of 4 fields per person) and that some legal names will include legal entity's name as recorded with the State Corporation Commission (SCC) such as corporations, limited liability companies, partnerships (registered), and other legal entities.				
221	System shall calculate tax due based either on estimated gross receipts multiplied by tax rate per classification or flat tax for a business activity using applicable rate or flat tax amount as required by state and local laws.				
222	System shall recognize when it is appropriate to prorate flat fee for a period less than a full tax year.				
223	System shall permit one or more business classifications (tax types) per calendar year per business location.				
224	System shall allow the add function for new applicants, edit function for business accounts already setup to make any necessary changes such as change of address, change to reported receipts or any other change to reflect the current status of business as documented by reports/letters/notes.				
225	Also, the delete function would be necessary to remove un-needed classifications (tax types) tied to an active/inactive business no longer engaging in a particular activity at one location in one calendar year or for a business account setup in error for any number of reasons.				
226	System shall allow authorized Commissioner of the Revenue users to add classification, tax basis (gross receipts), edit tax basis, edit classifications (tax types) for each business at one location and calculate tax liability per classification (tax type) and then add all tax liabilities to arrive at total owed for all classifications. Note that each business classification is subject to a different tax rate.				
227	System shall reduce or increase calculated taxes owed with approved/not-approved credits including but not limited to the technology credit or by any over-payment from another period.				
228	System shall allow authorized Commissioner of the Revenue users to edit tax basis (gross receipts) or flat tax periods (quarters) to correct posting or reporting error by taxpayer/other. Change of tax basis or tax rate could result in a tax due with or without penalty and interest depending on whether payment was received before or after due date, or change could result in a refund with or without interest to taxpayer depending on whether over-payment occurred more than 30 days beyond due date or date paid whichever is later.				

229	System shall allow posting of one or a multiple of payments and credits with further tracking of payment type, such as partial or full payments, whether payment made with check, credit/debit card, or cash, description for payments/credits/refunds applied against current tax due.				
230	System shall print Charlottesville-City License Application with balance due that will include penalty and interest when applicable. Application will serve as a report to the Commissioner of the Revenue of gross receipts or estimated gross receipts from taxpayer and the resulting current tax due with penalty and interest when applicable.				
231	System shall have the ability to authorize certain users to maintain other revenue account types such, but not be limited to, meals, transient occupancy, short-term rental, consumer utility, and consumption taxes.				
232	System shall tie other business tax liabilities to the same account number in addition to the business license account for each business location. For instance, a hotel will need to collect from their guests and report/pay transient occupancy taxes collected in addition to the annual business license tax. Also, a hotel could have a restaurant that would need to collect local meals tax. While business license tax is an annual tax, the other two tax examples are collected in one month and reported and paid in the following month on the 20th date of month. Beginning and ending date of liability will be tracked for these types of taxes.				
233	**Meals Tax:** System shall allow posting of meals tax reports that will include taxable sales (gross receipts that include returns/allowances & discounts), less allowable deductions that include meals to employees when entered in the register, meals paid by federal/state/local governments, meals or food sold from coin-operated vending machines, or other permitted deductions, as permitted by Code of Charlottesville, include discount of 3% when filed timely on or before the 20th of each month following the tax month, will disallow discount and charge penalty when filed late, will apply interest when report and payment are filed and paid more than 30 days after the due date.				
234	**Transient Occupancy Tax:** System shall allow posting of transient occupancy tax reports that will include taxable sales (gross receipts less exempt rentals over 30 days, refund of tax for rentals not subject to tax in the current month, and refund of taxes for rentals reported in a previous month), shall apply tax rate to taxable sales, and shall be capable of allowing a discount even though no discount is allowed at this time. When filed/paid late, penalty is applied and interest is due and payable when report and payment are filed and paid more than 30 days after the due date.				

235	**Short-term Rental Tax:** System shall allow posting of short term rental quarterly reports that will include taxable sales (gross rental proceeds for all rental property, and shall provide for a breakdown as to whether gross rental property is rented for 92 consecutive days or less when not including heavy equipment, and these rentals are at least 80% for all rental proceeds. However, breakdown will include rentals of heavy equipment if these types of rentals are at least 60% of all gross rental proceeds and property is rented for 270 consecutive days or less. When rental business qualifies under one of the two property rental activities, business would collect from its customers the short term rental tax. It would then report and pay the taxes collected on the 20th day of month following the end of each quarter for the calendar year. In turn, rental equipment used in this business activity would be exempt from business personal property tax.					
236	**Consumer Utility Tax:** System shall allow posting of consumer utility tax reports that will include kilowatt hours of usage applied to tax rates that are calculated and reported by the utility service provider and remitted by payment to the Commissioner of the Revenue. A separate field shall be added for adjustments to taxes charged and collected such as charge offs taxes recovered charge off taxes and collection agency fees. A separate field shall be added for adjustments to taxes charged and collected such as charge offs taxes recovered charge off taxes and collection agency fees. No discount allowed. Penalty and interest are not assessable. All utility providers are registered with the State Corporation Commission. Tax is due on or before the last day of month following the tax month. There are several tax rates applicable to residential, commercial, and industrial. Rates as set by Code of Charlottesville are applied against kilowatt hours of usage.					
237	**Consumption Tax:** System shall allow posting of consumption tax reports that will include kilowatt hours of usage by consumers reported by the utility service provider to the Commissioner of the Revenue. Rates are set by state law and are tiered according to usage. Penalty and interest are not assessed. All utility providers are registered with the State Corporation Commission. Report and payment are due on or before the end of each month following the tax month. No discount allowed. Penalty and interest are not assessable. There are several tax rates applicable to residential, commercial and industrial. Rates are applied against kilowatt hours of usage and are found in the Code of Charlottesville.					
238						
239	**Bank Stock Tax**					

240	Bank Franchise (Stock) Tax: System shall allow proofing and posting of bank stock tax reports that will include total deposits, % of deposits in this locality, Taxes Due & Payable to the City					
242	**Real Estate and Rental Relief programs, CHAP, VET**					
243	Ability to maintain accounts for various types of real estate tax and rental relief accounts for the elderly and disabled based on local code, including:					
244	Real Estate Tax Relief for Elderly & Disabled, % of relief based on income and net worth level, including income and net worth of portion of household residents					
245	CHAP - Housing Affordability Program, qualification of flat levels (currently 2 levels) based on income (non-filers) or Federal Adjusted Gross Income (FAGI)					
246	VET - relief amount based on income (non-filers) or FAGI totals					
247	To which program parcel / applicant applied					
248	Qualify Y/N for each associated property account					
249	Non/Qualify reason for each associated property account					
250	Ability to print the appropriate form, either an application form or a certification form, when forms are printed annually, based on the form Status type (Up to 10 user maintained Alphabetic Status Types).					
251	System will prevent double entry of a parcel into any city approved relief program for any given tax year must be provided.					
252	System will allow storage and retrieval of current and past 5yrs of real estate parcel ownership for specific deed ownership detail (with dates and values) and automatically detect and identify Relief granted for any other programs on the parcel (including abatement program)					
253	Ability to find any fully or partially owned motor vehicles by Individual Name and its current value, if available, for any city approved relief program.					
254	Ability to store parcel's physical address, owner's mailing addresses, prior mailing addresses and temporary address (with start/stop dates), if appropriate					
255	Storage and retrieval of real parcel code and GIS mapping location, in addition to parcel number for all city approved relief programs					
256	Ability to track names / birthdates/ and social security numbers of owner/ co-owner/ and up to 5 relatives for all city approved relief programs					
257	Ability to view and track in real time Real Estate Bill Delinquencies and Payment(s) with Date(s) (By Query /report/ and Form integration) for all approved relief programs.					

258	Ability to compare current filing information to prior year data (income, assets, relatives in the property, etc)					
259	System will automatically populate/fill primary data from last year's form once a new form is started if one desires					
260	Ability to generate automated letters for: (Prints such that address shows in a window Envelope)					
261	-System will generate letters as needed for requesting tax forms for those failing to provide copies of tax form for all city approved relief programs.					
262	-System will general letter or e-mail to Social Services requesting social security information/ disability confirmation information /food stamp electronic benefit transfer (EBT) Information / TANF information and fuel assistance information for those failing to provide documents as requested, and to do so for primary applicant / 2nd applicant/ and up to 5 relatives.					
263	-System will generate letter requesting Medical Affidavit of certification of Disability -to 2 Doctors - for those failing to provide other acceptable information as requested					
264	-Ability to send bulk mailings, such as reminder cards, to all or part of the applicants, based on various criteria					
265	Ability to coordinate award parcels by neighborhood or district for statistical GIS presentation must be provided for all city approved relief programs.					
266	Ability to track processing workflow during application progression, with default "Application Mailed" after form creation					
267	Ability to track up to 10 user-definable process progression steps					
268	Ability to generate e-mail application processing notifications upon completion of identified processing milestones (application rejected, letter sent, application approved, etc)					
269	Ability to maintain, calculate, and store total(s) for up to 10 net worth items - with comments of net worth items for applicant/spouse and up to 5 relatives for non-filers for all city approved relief programs.					
270	Electronic signature storage such as that featured by Topez or handheld equipment may be considered as a future option.					
271	Ability to maintain and store user credentials for notary public , and integrate said electronically user stamping the correct notary credentials and verbiage into the correct location for the signature block in the application wrapper mentioned above					

272	Ability for authorized users to maintain the criteria (formulas) used to determine valid qualification status of a taxpayer.					
273	Ability to define and configure how frequently an application is required.					
274	Ability to add taxpayers to the system for "mailing purposes only" for the sole purpose of being included in subsequent annual mailings of tax relief applications.					
275	Ability to store data by tax year, with all the pertinent filing information for that year unable to be changed (for example, after a spouse dies, want to see spouse information on the years when spouse was filing as well)					
276	Disqualify reasoning maintained for each associated property account					
277	Ability to process disqualification for relief and e-mail notification to include letter generated by system to applicant with reason for disqualification.					
278	Ability to clearly display the type of form (Elderly or Disabled) provided to, and required from (if different), the taxpayer, for each tax year.					
279	Ability to automatically and immediately update the real property account upon notification of change and re-calculate expected relief amounts to post to Treasurer's real estate billing upon Commissioner's certification of program. Note: that this requirement is based on a system that posts all current credits to the bills once, after reporting the amounts and being certified by the Commissioner of the Revenue, rather than posting as data is filled in (which is subject to change) - in other words, we want to change and change and change and then not change once it's finalized.					
280	Ability to track receipt of each piece of application documentation separately per document and per tax year for only those years in which applications are required.					
281	Ability to identify programs year to year and identify discrepancies, including previous recipients who have not yet applied for current year					
282	System will reduce duplicate-entry of information by allowing common data elements to be shared or copied between the various relief programs (example, someone in CHAP is now 65 and may qualify for RETR)					
283	For disabled veteran and for the current Charlottesville Housing Affordability Program (CHAP), notarized signature is not required. System should provide ability to apply digitally at City approved website.					
284	System will have ability to flag or enter forms returned by USPS for bad address. System should allow a one-click solution such as using hand-held scanner for all city approved relief programs.					

286	**Virginia Income Tax Due and Virginia Estimated Tax**						
287	System shall provide Virginia Income Tax module/tool that meets requirements of the Virginia Department of Taxation and follows the Code of Virginia						
288	System shall provide ability to search for taxpayer by name or taxpayer identification number (SSN/EIN) for purpose of new tax year entry or for inquiring about a previous entry.						
289	System shall provide ability to maintain tax year, due dates, penalty rate, interest rate (can change quarterly as provided by state law) for calendar year, fiscal year and Outside US filers						
290	System shall allow authorized users to maintain accounts (inquire, add, change, and delete or deactivate) with the following data:						
294	System shall have the ability to compute Automatic Extension penalty and interest when applicable, based on additional data of total amount of tax						
295	System shall compute penalty and interest for late filed Virginia Income Tax Returns (Forms 760-763-760PY, & 770) based on date filed, due date and tax due as per Code of Virginia.						
296	System shall allow manual override of computed extension penalty, late filing penalty, and interest in order to match filed return, where necessary						
297	System shall have the ability to allow user to nullify a filing number without payment (or page and line #) before transmittal is finalized						
298	System shall have the ability to prevent deletion or nullification of a filing number for which a payment was processed						
299	System shall have the ability to allow authorized users to nullify an estimated filing number (or page and line #) before transmittal is finalized						
300	System shall have the ability to accommodate quick entry of income tax payment						
301	System shall have the ability to accommodate quick entry of tax due filing info						
302	System shall have the ability to track changes;						
303	System shall have the ability to prevent duplicate record for same filing number / tax year						
304	System shall have the ability to provide edit and proofing reports prior to finalizing a transmittal of income tax dues or estimated taxes that include all information for that filing						

Item	Description					
305	System shall have ability to prevent finalization of a record of income tax due and payable that would result in a negative balance					
306	System shall support workflow capability for exonerations created by the Commissioner of the Revenue to be processed by the City Treasurer according to the requirements of the Virginia Department of Taxation.					
307	System shall have the ability to compute original bill, according to Department of Taxation rules, if assessment shows balance remaining of Commissioner of the Revenue's assessment (see attached document)					
308	System shall have ability to generate/print the following:					
309	Department of Taxation Form 759 (Memorandum of Assessment) for income tax dues					
310	Department of Taxation Form 559 (Memorandum of Assessment) for estimated income taxes					
311	Recapitulation of Memorandum of Assessment of State Income Tax Form 759-C					
312	Recapitulation of Estimated Income Taxes Form 559-C					
313	Monthly summary reports for both income and estimated taxes					
314	Daily transmittal reports for Treasurer's receipt of income tax payments and for estimated income tax vouchers & payments					

	General Requirements					
Item #	Description	Yes	No	With Modification	Cost of Modification	Comments
1	The system shall be able to cross-reference social security numbers associated with the tax types established in the system					
2	Ideal solution will provide a methodology for users to define and use macros, customized code, and/or hotkey shortcuts					
3	Ability for user to customize menu options					
5	**Reporting**					
6	The system shall provide ability to generate reports (e.g., edits, exceptions, sorts, etc.) based on user defined parameters					

#	Requirement					
7	Ability to create variety of reports, including bar code application and OCR-readable formatting from any part of the system and to create activity-launched reporting (for example, printing a status update when status changes for a relief application, or printing an adjustment record)					
8	Ability to print or email a variety of customer reports, including a summary of detailed assessment, adjustment and payment record for desired tax years and a detailed report of how tax billing is calculated on business tangible personal property or machinery & tools (cost * percentage based on purchase year * tax rate)					
9	Ability to create, view, and print annual forms to desired specifications, for ideal document capture, and for authorized users to update these annual forms as desired					
10	The system shall provide statistical and workload reporting, including, but not limited to, number of accounts created in a month, number of adjustments in any period, number of adjustments that are undone/backed off, amount of returned mail and many others					
11	The system shall provide a business calendar that defines, but is not limited to, the following:					
12	Work days					
13	Holidays					
14	Dynamic business rules for due dates, delinquency dates, notice dates, etc.					
15	The ideal solution includes a billing, adjustment, and relief system that posts "books" or batches of tax type assessments, adjustments to bills, or relief credits to the bills once, after reporting the amounts, providing a "draft" of the finalized batch (or book) and being certified by the Commissioner of the Revenue, rather than posting as data is filled in (which is subject to change) - in other words, we want to change and change and change and then not change once it's finalized.					
16	Ideal solution will provide online lookup for customers, for their own record and for public records (including public portion of personal property tax book)					

Item #	Description					
17	Ideal solution will offer a web-based application for customers and will allow a registered taxpayer to login to his account, view balances due, and select and pay any outstanding balances due.					
19	**Customer Service and Support**					
20	System should provide support to the City during normal business hours					
21	Vendor should provide a dedicated account representative to assist the City					
22	Vendor should provide all upgrades and system maintenance as part of annual service contract					
23	Vendor should provide for all required legislative changes made at the State level that affect the local administration of taxes					
24	System should provide context sensitive help based on what task a user is currently accessing					
25	System should provide manuals and/or workflow guides for processes					

	Technical Requirements					
Item #	Description	Yes	No	With Modification	Cost of Modification	Comments
	Technical Requirements					
1	Preferred solution will make use of Windows printing for producing printed output, or will have ability to feed data to Laserfiche					
2	Ability to export reports in standard file formats. Example: text, pdf, coma delimited, Excel					
3	Ability for users to access reports in accordance with established security user roles.					
4	Ideal solution will be compatible with Laserfiche SDK, which runs in COM, .NET and Java libraries, as well as ADO.NET. Interfaces to and from Laserfiche can be created using C# and VB.NET code					

5	Ability to make use of GIS reporting for statistical and summary data (way to geocode accounts, addresses and/or parcels to)					
6	Ability to define allowable access and activities within the system by user (and/or group of users / roles)					