

CITY OF EVANSTON
REQUEST FOR PROPOSAL

NUMBER: 19-65

for

Utility Billing System

December 5, 2019



PROPOSAL DEADLINE: **2:00 P.M. January 21, 2020,**
Room 4200,
Lorraine H. Morton Civic Center,
2100 Ridge Avenue,
Evanston, Illinois 60201

SEALED PROPOSALS TO BE RETURNED TO:

CITY OF EVANSTON
PURCHASING DIVISION, ROOM 4200
LORRAINE H. MORTON CIVIC CENTER
2100 RIDGE AVENUE
EVANSTON, ILLINOIS 60201
PHONE (847)866-2935 * FAX (847)448-8128

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Attachments: Functional and Technical Requirements
Free Form Questions

CITY OF EVANSTON
NOTICE TO PROPOSERS

Sealed proposals will be received by the Purchasing Office in Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201, until 2:00 P.M. local time on **January 21, 2020**. Proposals shall cover the following:

Utility Billing System
RFP Number: 19-65

The City of Evanston's Water Production Bureau of the Evanston Public Works Agency is seeking proposals from experienced firms for the implementation of a Software as a Service (SaaS) Utility Billing and Customer Information System (UB/CIS) to replace the current system.

The above item shall conform to the RFP on file in the Purchasing Office. The document, including all necessary plans and specifications, will be available in the Purchasing Office on December 5, 2019. Parties interested in submitting a bid should contact the Purchasing Office to receive a copy of the bid or see the City's website at: www.cityofevanston.org/business/bids-proposals/ or Demandstar at: www.demandstar.com.

The City (the City of Evanston) in accordance with the laws of the State of Illinois, hereby notifies all firms that it will affirmatively ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful firm without discrimination on the grounds of race, color, religion, sex, age, sexual orientation marital status, disability, familial status or national origin. The City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

The Evanston City Council also reserves the right to award the contract to an Evanston firm if that firm's bid is within 5% of the low bid.

Each Proposer shall be required to submit with his/her proposal a Disclosure of Ownership Interest Statement Form in accordance with Section 1-18-1 *et seq.* of the City Code. Failure to submit such information may result in the disqualification of such proposal.

Jillian Ostman
Purchasing Specialist

CITY OF EVANSTON

Request for Proposal

1.0 INTRODUCTION

The City is seeking proposals for the implementation of a new SaaS Utility Billing and Customer Information System (UB/CIS) to replace the current system. The billing system currently bills for water service, sewer service, sanitation services and occasional one time services provided to Evanston residents. This replacement system will be used throughout the organization and must be able to run as a web-based application. Evanston requires this system to integrate with the following existing systems: Neptune AMI 360, OrbiPay, and Water Smart.

The City of Evanston Utility currently bills on a bi-monthly basis to 14,400 metered water service accounts for water, sewer, and sanitation services. In addition, services that have non-metered water lines for fire service are billed semi-annually, yard waste and cross connection accounts are billed annually. The existing billing system, Harris NorthStar, was installed in 2009. Printing and mailing service is currently outsourced to Sebis Inc., while electronic billing and web-based payments are outsourced via Invoice Cloud. Future web-based payments shall be handled via Orbi-Pay.

The contract term desired is for a period of five (5) years.

Contact with City personnel in connection with this RFP shall not be made other than as specified in this RFP. Unauthorized contact of any City personnel may be cause for rejection of a proposal.

Prior to the submittal of a proposal, Proposers are advised to carefully examine

- the contract documents
- project scope and work tasks to be accomplished
- specifications
- submittal requirements
- insurance requirements and required documentation

Proposers are advised to become thoroughly familiar with all conditions, instructions and specifications governing this RFP. Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the City

The City will not be liable in any way for any costs incurred by respondents in replying to this Request for Proposal.

2.0 SCOPE OF SERVICES

2.1 Technical Requirements

2.1.1 General: The City of Evanston will not make a purchase decision based strictly on technology. However, the technology used by vendors will influence any final decision. The more a proposed technology fits

with the City's existing environment and goals, the better the chances of a software solution being selected.

The desired software should run without the development of custom programming or third party developed software, while achieving all required functions. The City of Evanston desktop environment consists of the following elements:

- Desktops are a mixture of virtual and physical PCs running Windows 7 and Windows 10
- Utility billing staff consists of 10 total/5 concurrent users with varying levels of security

2.1.2 Software Functional Requirements

2.1.2.1 Data: Data collected or maintained by the systems currently in place include the following:

- Billing and accounts receivable
- Customer history
- Meter information
- Additional asset information

2.1.2.2 Application Security: Application security must include the following:

- All features of the software must be password protected to allow for operational auditing, master administration, security level of view and print only, security level of update and delete.
- Must be SSL/SHA2 compliant
- Must support LDAP integration

2.1.2.3 Billing and Accounts Receivable: The Billing Management System must be capable of interfacing with meter reading information. The system should provide meter exception reporting, bill estimation, cycle billing, group billing, print and preview billing exceptions, print and preview bill register, the ability to automatically generate late notices, shut off notices, and from daily meter reads create and print a final bill at time of transfer.

There are approximately seven classes tracked by Evanston's billing system, including industrial, commercial and multi-family, residential, schools, parks, and city property. All meters are read hourly and reads are collected by the Neptune Meter Reading data collectors. Once a day they download the data into the Neptune Main Server. A reading file is created from the Neptune 360 and then imported into the Water Billing Meter reading for billing. Current billing is done bi-monthly, and all accounts are billed at the same time.

We bill for Water, Sewer, Sanitation, and miscellaneous items on the Utility bill.

Payment from multiple sources are received for input into the system:

- Byline Bank - SFTP of mail-in payments
- OrbiPay - SFTP of walk-up payments
- **The City of Evanston prefers that all of the payment data be automated without user input.**

Accounts receivable integration will be required with the City's current cashiering system Orbi-Pay.

2.1.2.3 Miscellaneous Charges and Adjustments: The system must be able to assess miscellaneous charges, manage returned checks and refunds, track financial adjustments, reverse payments, track account adjustments, track usage adjustments, track meter reading date adjustments and track rate code adjustments. The system must have the ability to pro-rate rate increases in mid cycle.

2.1.2.4 Service/Work Orders: Service orders associated with each of the metered accounts are currently tracked and generated manually. Work orders include such items as meter turn off's and turn-ons, new services, final bills, transfer of accounts and responses to a variety of customer complaints and account changes. The work orders are processed manually on a daily basis, and pertinent information such as the final meter reading, change in meter, last reading, etc. is manually entered into the existing billing system. We track the fieldwork orders in the VueWorks Computerized Maintenance Management Software.

2.1.2.5 Reporting: The current system has limited reporting capabilities. Existing canned reports provide basic information on the billing and receivables. We currently use report writing from the water billing software, Report Studio: IBM Cognos.

2.1.2.6 Bill Imaging and Storage: Currently, through the print/mail performed by our print vendor Sebis, the ability to generate a pdf file of an exact duplicate of any bill is provided per State of Illinois standards. For the Internet online payments a copy of this file – via the water billing software, a file is sent to the online and IVR payment vendor. Should the City elect to utilize the vendor for these functions (print/mail/internet), this capability must be available.

- 2.1.2.7 **Geographic Information System (GIS):** Evanston's GIS is created, maintained and accessed solely with ESRI's ArcGIS software and stored in ESRI's geodatabase format in an ArcSDE database. Evanston's water and sewer infrastructure is fully implemented in our GIS and includes layers such as: addresses, parcels, roadways, water mains, valves and hydrants.
- 2.1.2.8 **Permit Tracking System:** The City of Evanston utilizes Accela Software to track the permit process and all associated inspections and fees.
- 2.1.2.9 **Cross-Connection Control:** The City of Evanston maintains a database of cross connection devices for its backflow prevention program by means of VueWorks Computerized Maintenance Management Software. We currently bill an annual cross connection device fee included on a property's utility bill and will continue this workflow.
- 2.1.2.10 **Benchmarking:** Customers are required annually to report their water usage and billing. Using the customer portal the customer should be able to specify dates and export the usage into an excel file. This must contain customer account, address, dates of reading, usage in hundred cubic feet and converted into gallons, water charge, sewer charge and total amount billed for each bi-monthly billing.

2.2 Implementation Services Requirements

The vendor will be required to provide complete installation and configuration of software, hardware and services. It will be the selected vendor's responsibility to monitor, pay and resolve any issues with regards to any sub-consultants or other vendors that are used for this project. The services to be provided include: project planning, software and hardware installation, data conversion, software integration testing, performance tuning, startup assistance, training and documentation. These services and deliverables are described below. State in detail how you will fulfill the requirements. Give a timeline of the project from start to completion, noting any areas that may serve as a bottleneck or roadblock to final completion. The required implementation shall be based upon a SaaS solution.

2.2.1 Project Planning and Configuration Documentation

- 2.2.1.1 **Project Plan:** The vendor will define in a written plan the tasks, milestones, schedule, deliverables, communication, staffing and management for the implementation of this project. Throughout the duration of the project, the vendor shall furnish bi-weekly progress reports and conference calls that track time and costs versus budget as well as other project activities. Vendor shall provide bi-weekly conference call agendas.

2.2.1.2 **Configuration Documentation:** The vendor is responsible for developing a detailed design/configuration document that needs to be signed off by the City of Evanston prior to programming activities. This design document will be the basis for the vendor to develop a testing plan. The testing plan will have to be approved by the City of Evanston and will be used at the end of the project by the City of Evanston for final system acceptance.

2.2.1.3 **Final Documentation:** The vendor will develop final documentation that identifies all elements of the system, including third-party software and custom developed software, along with detailed user manuals for end users, system administrators and report writers.

2.2.2 Software Installation

The application is web-based (SaaS) and does not require a local installation.

The vendor will also make provisions for separate development, testing and production environments.

2.2.3 Software Configuration

The vendor will modify screens, menus and reports, add user-defined fields and generally configure the software to meet the City of Evanston's needs. Configuration of the system will not include any custom programming unless pre-approved in writing by the City of Evanston.

2.2.4 Data Conversion

The vendor will convert existing billing and customer service files. The master file contains two years of data. The City of Evanston will provide data and export it into a separate file format defined by the vendor. The vendor is responsible for providing the file definition, importing the data into the new UB/CIS system and verifying the data conversion.

2.2.5 Integration

The UB/CIS must integrate with the existing supporting systems:

- OrbiPay
- Neptune 360
- WaterSmart
- Sebis – utility bill print and mail vendor (print output from the UB software to vendor)

The UB/CIS integration will include the handling of General Ledger (GL) entries from the billing system, provide refund GL information back to the cashing system Orbi-Pay, the vendor will be responsible for defining the information required, defining file formats as well as

importing, exporting the information to the UB/CIS, defining file formats for data input into the UB/CIS, importing/exporting data with the UB/CIS, integrating with the City of Evanston's existing systems as outlined above and creating customer statements. The City of Evanston will provide technical assistance in the integration.

2.2.6 Testing

The vendor will develop a testing plan based on the system design document described in above for approval by the City of Evanston. The success of implementation will be based on successful completion of the testing plan. Final acceptance of the system installation and integration will not take place until two parallel billing cycles are successfully completed after the UB/CIS system has gone "live" in a production environment.

2.2.7 Performance Optimization

Prior to moving into a production environment, the vendor will assess and modify the UB/CIS environment to achieve best performance, and will document optimum settings.

2.2.8 Startup Assistance

At the time of moving the system into a production or "live" environment, the vendor must designate a project team member to be available for two weeks. This person must have had significant involvement throughout the project and must possess working knowledge of all the UB/CIS system processes as well as a thorough understanding of the system configuration.

2.2.9 Training

The vendor will conduct web based training for various Evanston staff. The training should include system administration and maintenance, general and user functions and advance reporting. System Administrator training should cover application software administration, software configuration, performance optimization, application programming interfaces and scripting, if available or used. The vendor will present training options, along with cost and instruction time estimates and a recommendation for Evanston. Training will be for approximately 15 end users, 3 system administrators and 5 report writers.

2.2.10 Support Services Requirements

Following successful installation, startup, and training, the vendor will provide on-going support services. These support services will include:

Software maintenance – Software and systems updating that incorporates bug fixes, new features and other software enhancements.

- Include maintenance and support fees covering an initial five (5) year term.

- The Proposer shall entitle the purchaser to any upgrades released during the first five years without additional cost. It is expected that future upgrades shall be available to allow the City to take advantage of improvements in software capabilities.
- Telephone and electronic support – software troubleshooting and usage advice provided via telephone, fax or e-mail.
- Remote Support – software troubleshooting through remote access via telephone dialup or internet.

Discuss how these services are provided, by whom and the times available. If the services are not covered by the standard maintenance agreement, include details of the additional costs, terms and conditions.

2.2.11 Software Licensing Requirements

The selected vendor shall provide all software required to complete the system implementation. The costs for all required software licenses shall be included in the cost estimate, as well as the build number needed for optimum performance. The vendor is responsible for purchasing components that are not specified, but are later determined to be required. The application should support an Open API.

2.3 Meetings and Updates

2.3.1 Kickoff Meeting

Within 10 days of Notice to Proceed, attend a kickoff meeting with key City staff. Prepare the agenda for the kickoff meeting, which shall include the following, at a minimum:

- Project Management
 - Introduction of Vendor and City staff with discussion of roles and responsibilities
 - Project schedule
- Critical work sequencing
- Procedures and processes for
 - Submittals
 - Change orders
 - Payment Applications
 - Weekly Status Reports
- Schedule for progress meetings

Vendor shall issue minutes to all attendees within seven (7) calendar days of the meeting.

2.3.2 Bi-Weekly Progress Meetings

The project team shall have regular bi-weekly meetings from the kickoff meeting until project completion. Meetings shall be conducted via conference call. Prepare an agenda for each progress meeting including the following, at a minimum:

- Review of work since previous meeting
- Project schedule update
- Four week look ahead detailed schedule of work
- Submittal status

- Request for Information (RFI) status
- Change Order status
- Payment application status
- Vendor issues
- City issues
- Date/time of next progress meeting

Vendor shall issue minutes within 7 calendar days of meeting to all attendees.

2.3.3 Payment Applications

- 2.3.1 **General:** Payment applications shall be submitted on a milestone completion basis for the duration of the project. All payment applications shall be based on the pay items in the proposal cost tables (all other costs shall be incidental to the items in the proposal cost tables).
- 2.3.2 Items to be submitted with Payment Applications
- 2.3.2.1 Backup information for payment items.
 - 2.3.2.2 Updated critical path schedule.
 - 2.3.2.3 Documentation of M/W/EBE participation.
- 2.3.3 Retainage for all payments shall be 10%. Following substantial completion, the City at their discretion may elect to reduce the retainage to 5%. Any remaining retainage may only be paid on the final payment.
- 2.3.4 Full payment will not be made for Implementation Services until the minimum specified amount of training has been completed.

2.4 Contract Billing Services

2.4.1 The City of Evanston is interested in exploring the option of outsourcing some of our billing operation due to upcoming personnel changes. The City is requesting annual pricing for the following categories:

- Billing Service: load reads, run exception reports, prepare bills.
- Lockbox Posting: receive, process & post all payments
- Late Notices: late notice, and 2nd notice
- Final Billing: owner real estate transfer

Key Facts	
Services	Water, Sewer, Sanitation
Customers	14,400
Billing Cycles	6
Late Notices Per Cycle	2000
Second Notice Per Cycle	500
Final Bill Per Cycle	30

3.0 INSURANCE

Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant

against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder.

The consultant must provide an insurance certificate naming the City of Evanston as an additional insured and will provide a variety of insurances including:

- comprehensive general liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the City as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or professional liability insurance - \$1,000,000

The surety and the insurance company must have not less than an A+ rating from the Alfred M. Best Co., Inc. and be approved by the City of Evanston.

Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City.

4.0 SUBMITTAL REQUIREMENTS

Responses to this Request shall be in one volume. Any firm brochures and/or information pertaining to the qualifications of the firm and/or team may be submitted, but must be included in a single volume. Applicant firms must submit their responses in one of two ways:

1. Paper copies-- six (6) hardcopies, one (1) unbound original and an electronic copy on a flash/USB drive; or
2. Electronic response only—submitted in a sealed envelope on a flash/USB drive (with any paper bid bonds as required)

Cut out and tape label included in this proposal package as Exhibit K (BID/Proposal Submittal Label). All submittals are to be placed in a sealed opaque envelope addressed to: The City of Evanston Purchasing Office, Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201; clearly marked on the OUTSIDE with the following:

- RFP name and number
- Name and address of Firm
- Date and time of RFP deadline

ANY PROPOSALS RECEIVED AFTER THE SUBMITTAL DEADLINE, WILL BE RETURNED TO THE PROPOSER UNOPENED. It is the sole responsibility of the proposer to insure that his or her proposal is delivered by the stated time. Mailed proposals which are delivered after the specified time will not be accepted regardless of post marked time on the envelope. THE CITY IS NOT RESPONSIBLE FOR MISDIRECTED PACKAGES.

A. Cover Letter

The cover letter will include the following:

- introduction of firm signed by an authorized Principal of the firm
- name of firm
- address of firm
- phone number of the firm submitting the proposal
- include the name and signature of an authorized binding official who is authorized to answer questions regarding the firm's proposal

B. Qualifications and Experience of Firm and/or Team

- All respondents shall describe other contracts (at least 5, but no more than 10) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
- The respondent must provide references, including name, address and telephone number of a contact person for each project identified and described.
- Indicate commencement dates, duration and type of operation.
- Provide a list of all Municipal clients in Illinois.

C. Area/Regional Manager(s)

Clearly identify the professional staff person(s) who would be assigned as your Area/Regional Manager(s) and provide resumes. The proposal should indicate the abilities, qualifications and experience of these individuals.

D. Fees

Provide a copy of your fees/prices on the attached price/costs form (see page 20).

E. Contract

The City has attached its standard contract in Exhibit J (see page 34—Professional Services Agreement). Identify all exceptions to the agreement that would prevent your Firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response.

5.0 ADDITIONAL SUBMISSION REQUIREMENTS

See attachments, please complete and submit: Functional and Technical Requirements, and Free Form Questions.

6.0 M/W/EBE GOALS

The City has a goal of 25% of the contract amount for the participation and utilization of Minority-Owned, Women-Owned, and Evanston-based businesses (M/W/EBEs) in completing a portion of the services required by the City. All respondents must submit a statement of the proposed involvement of M/W/EBEs in completing a portion of the required services. Provide a copy of the certification for M/W/EBEs that will assist in achieving the M/W/EBE goal with your submittal as well as the appropriate M/W/EBE forms or Request for Waiver. Any questions

regarding M/W/EBE compliance should be submitted in writing to Sharon A. Johnson, Business Workforce Compliance Coordinator at shjohnson@cityofevanston.org or Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org.

7.0 EVALUATION CRITERIA

The City will select the successful firm through an evaluation process based on the firm meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the City may require a Proposer's representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a recommendation to award the contract based on the criteria set forth below. This contract will be forwarded to the City Council for final approval.

The evaluation criteria listed below will be used in the selection of the successful Proposer.

- A.** Qualifications and Expertise
- B.** Price
- C.** Organization and Completeness of Proposal
- D.** Willingness to Execute the City of Evanston's Professional Services Agreement
- E.** M/W/EBE Participation

8.0 SELECTION PROCESS

The City will select a firm on the basis of the responsiveness of the proposal to the RFP submittal requirements, the evaluation criteria stated above and the demonstrated willingness to execute an acceptable written contract. The City reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials from the Proposer.

While it is the intent of the City to award a single firm, the City reserves the right to award in part or in whole and to select multiple firms and/or individuals, depending on whichever decision is deemed to be most advantageous to the City.

Responses may be rejected if the firm fails to perform any of the following:

- A.** Adhere to one or more of the provisions established in this Request for Proposal.
- B.** Demonstrate competence, experience, and the ability to provide the services described in this Request for Proposal.
- C.** Submit a response on or before the deadline and complete all required forms.
- D.** To fulfill a request for an oral presentation.
- E.** To respond to a written request for additional information.

Discussions and/or interviews may be conducted with responsible firms that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing firms. The selection shall be done by the City's review committee and will be recommended to the City Council for final approval.

If the City is unable to reach any sort of agreement with the selected firm, the City will discontinue negotiations with the selected firm and begin negotiations with the firm ranked second and so on until agreement is reached.

The firm to be recommended to the City Council will be the one whose proposal is determined to be the most advantageous to the City in consideration of price and all other evaluation factors which are set forth in this Request for Proposal No other factors or criteria not listed in this RFP shall be used in the evaluation.

9.0 PROPOSED SCHEDULE

The tentative schedule for this RFP and project process is as follows:

1. RFP issued..... December 5, 2019
2. Last Day to submit questions January 7, 2020
3. Final Addendum Issued..... January 14, 2020
4. RFP Submission Due Date January 21, 2020
5. City Council Award of Contract March/April 2020
6. Contract Effective April/May 2020

10.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to Jillian Ostman, Purchasing Specialist at jostman@cityofevanston.org with a copy to Darrell A. King, Water Production Bureau Chief at dking@cityofevanston.org.

11.0 GENERAL TERMS AND CONDITIONS

A. Confidentiality

In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within

limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable.

The Purchasing Specialist will endeavor to advise the firm of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the firm or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If the requested material was submitted by a party other than the firm, then the firm shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the firm of the request for disclosure, and the City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City or its officers, or employees.

B. Withdrawal of Proposal

Proposals may be withdrawn prior to the submittal deadline. Withdrawal may be attained by written request; however, no offer can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame.

C. Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of the proposal.

D. Hold Harmless

The contractor agrees to hold harmless the City of Evanston and all of its agents, servants, and employees against any and all lawsuits, claims, demands, liabilities, losses, and/or expenses; including court costs and attorneys' fees on account of injury to any person, or any death resulting from such injury, or any damage to property which may have arisen from work specifically related to the contract and/or project.

E. Addenda

Any and all changes to these documents are valid only if they are included via written addendum to all respondents. Each respondent should acknowledge receipt of any addenda by indicating same in their proposal submission. Each

respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal therein. Failure to acknowledge any addenda may cause the proposal to be rejected. Addenda information is available over the internet at [City of Evanston Notices & Documents](#) or www.demandstar.com, or by contacting the Purchasing Office, 847-866-2935.

F. Term

The contract is for five (5) years. The City may terminate a contract for either cause or convenience.

G. Non-Appropriation of Funds

The City of Evanston reserves the right to terminate in whole or in part of the contract in the event that insufficient funds to complete the contract are appropriated by Evanston City Council.

H. Property of the City

All discoveries and documents produced as a result of any service or project undertaken on behalf of the City of Evanston shall become the property of the City.

I. Payment Terms

The consultant shall submit invoices detailing the services provided, project, professional staff, and hours. Payment shall be made in accordance with the Local Government Prompt Payment Act. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

J. Disclosures and Potential Conflicts of Interest

The City of Evanston's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the City of Evanston requires all Proposers including owners or employees to investigate whether a potential or actual conflict of interest exists between the Proposer and the City of Evanston, its officials, and/or employees. If the Proposer discovers a potential or actual conflict of interest, the Proposer must disclose the conflict of interest in its proposal, identifying the name of the City of Evanston official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Proposer from consideration. Information provided by Proposers in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the proposal process.

The City requires all Proposers to submit a certification, enclosed with this RFP, that the Proposer has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

K. Protests

Any actual or prospective Proposer, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Purchasing Office. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

- The Proposer shall submit any protests or claims regarding this solicitation to the Purchasing Office.
- A pre-bid protest must be filed five (5) days before the bid opening or proposal submittal.
- A pre-award protest must be filed no later than ten (10) days after the bid opening date or proposal deadline.
- A post-award protest must be filed no later than ten (10) days after the award of the Contract.

All claims by a Proposer against the City relating to a contract shall be submitted in writing to the Purchasing Specialist. The City will only consider protests that are properly and timely submitted.

All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires the Purchasing Specialist to take. Statements shall be sworn and submitted under penalty of perjury.

L. Authority To Resolve Protests And Contract Claims

Protests: The Purchasing Specialist shall have the authority to consider and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract. The City shall issue a written decision and that decision is final.

Contract Claims: The Purchasing Specialist, after consulting with Corporation Counsel, shall have the authority to resolve contract claims, subject to the approval of the City Manager or City Council, as applicable, regarding any settlement that will result in a change order or contract modification.

Each Proposer, by submitting a response to this RFP, expressly recognizes the limitations on its rights to protest provided in this Section and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes or does not follow the exclusive protest remedies provided in this Section, it shall indemnify and hold the City and its officers, employees, agents and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a response to this RFP, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

M. Litigation

For purposes of this Section, the following terms are defined as follows:

“issue” means any prior or pending litigation or investigation, either civil or criminal, or any governmental agency action or proceeding (the “issue”), which may affect the performance of the services to be rendered herein. For purposes of this Section, an “issue” shall also include any criminal, civil, or administrative penalty or finding imposed against any covered individual. An issue occurring within seven (7) years of the date preceding the date of the Proposer’s response shall be disclosed by the Proposer.

“covered individual” means any principal, president, managing partner, or vice-president, affiliated in anyway with the Firm, and the Firm’s employees or subcontractors.

All proposers shall identify and describe with particularity any issue. The City, and not Proposer, has the sole discretion to determine whether an issue may affect the performance of the services. Failure of any Proposer to comply with this mandatory obligation shall, at the City’s sole discretion, result in the Proposer’s response being deemed non-responsive and not responsible. Failure of any Proposer to comply with the obligation specified herein may result in the voiding any subsequent contract award to Proposer if the City discovers upon the exercise of its customary due diligence that Proposer failed to comply with the mandatory obligation in this Section. The City reserves all rights to take any other actions in the case of a Proposer’s non-compliance with this Section.

N. Subcontractors

If any firm submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the City of Evanston.

O. Contact with City Personnel

All Proposers are prohibited from making any contact with the City Manager, City Council, or any other official or employee of the City with regard to the Project, other than in the manner and to the person(s) designated herein. The Purchasing Specialist reserves the right to disqualify any Proposer found to have contacted City Personnel in any manner with regard to the Project. Additionally, if it is determined that the contact with City Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter may be referred to the Cook County State’s Attorney for review and prosecution.

P. Costs Incurred

The City of Evanston assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract. This includes costs incurred by the Proposer as a result of preparing a response to this RFP.

Water Utility Billing Cost Estimate Worksheet – Software as a Service (SaaS)

Software as a Service (SaaS) Solution	Year 1 Implementation + First Year of Maintenance	Year 2 Maintenance	Year 3 Maintenance	Year 4 Maintenance	Year 5 Maintenance	5-Year Total Cost of Ownership
Data Conversion						\$
Installation and Configuration						\$
Staff Training						\$
Other Expenses**19-65						\$
Licensing Fee						\$
Support and Maintenance						\$
Total	\$	\$	\$	\$	\$	\$

**Use ONLY the categories listed above to show your estimated costs. If you have additional cost categories, include them in "Other Expenses" and describe what those are.

Other Expenses: _____

Contract Billing Services – Alternate

Annual Fees	Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total Cost of Contract Billing Services
Billing Service						\$
Lockbox Posting						\$
Late Notices						\$
Final Billing						\$
Other Expenses**						
Total	\$	\$	\$	\$	\$	\$

**Use ONLY the categories listed above to show your estimated costs. If you have additional cost categories, include them in "Other Expenses" and describe what those are.

Other Expenses: _____

Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

The City of Evanston Code Section 1-18-1 *et seq.* requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their proposal. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)

- Corporation
- Partnership
- Sole Owner
- Association

Other () _____

Please answer the following questions on a separate attached sheet if necessary.

SECTION I - CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.

1b. **(Answer only if corporation has 33 or more shareholders.)**

Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

- 1c. **(Answer only if corporation has fewer than 33 shareholders.)**
Names and addresses of all shareholders and percentage of interest of each herein.
(Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

- 2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

- 2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

SECTION 3 - TRUSTS

- 3a. Trust number and institution.

- 3b. Name and address of trustee or estate administrator.

- 3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

4a. Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.

4b. If any interest named in Section 1,2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

4c. If "constructive control" of any interest named in Sections 1,2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

Date

Signature of Person Preparing Statement

Title

ATTEST: _____
Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT B

ADDITIONAL INFORMATION SHEET

Proposal Name: _____

Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

Exhibit C

CONFLICT OF INTEREST FORM

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the City of Evanston.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder/Proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)
(Name of Partner if the Bidder/Proposer is a Partnership)
(Name of Officer if the Bidder/Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this _____ day of _____, 20

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid / proposal.

Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotating or any similar offense (720 ILCS S/33E-3, 33E-4).

Authorized Signature: _____	Company Name: _____
Typed/Printed Name: _____	Date: _____
Title: _____	Telephone Number: _____
Email: _____	Fax Number: _____

Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

_____, being first duly sworn,
deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 20

Notary Public

Commission Expires: _____

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

EXHIBIT F

CITY OF EVANSTON M/W/EBE POLICY

A City of Evanston goal is to provide contracting and subcontracting opportunities to Minority Business Enterprises, Women Business Enterprises, and Evanston Business Enterprises. The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. To assist such growth, the City's goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract.

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting subcontractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> ([Sample Advertisement](#)). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/EBE goal, the Bidder must seek a waiver or modification of the goal on the attached forms. Bidder must include:

1. A narrative describing the Bidder's efforts to secure M/W/EBE participation prior to the bid opening.
2. Documentation of each of the assist agencies that were contacted, the date and individual who was contacted, and the result of the conversation (see form)
3. A letter attesting to instances where the bidder has not received inquiries/proposals from qualified M/W/EBEs
4. Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/EBE who submitted a proposal but were not found acceptable.
5. Names of owners, addresses, telephone numbers, date and time of contact of at least 15 qualified M/W/EBEs the bidder solicited for proposals for work directly related to the Bid prior to the bid opening (copies must be attached).

If a bidder is selected with a Subcontractor listed to meet the M/W/EBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City's website: <http://www.cityofevanston.org/business/business-diversity/> ([MWEBE Monthly Utilization Report](#)).

Exhibit G

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

_____ (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

_____ Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.

_____ Women's Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.

_____ Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a "commercially useful function".

Total proposed price of response \$ _____

Amount to be performed by a M/W/EBE \$ _____

Percentage of work to be performed by a M/W/EBE _____ %

Information on the M/W/EBE Utilized:

Name _____

Address _____

Phone Number _____

Signature of firm attesting to participation _____

Title and Date _____

Please attach

1. Proper certification documentation if applying as a M/WBE and check the appropriate box below. This M/WBE will be applying with documentation from:

- | | |
|--|--|
| <input type="checkbox"/> Cook County | <input type="checkbox"/> State Certification |
| <input type="checkbox"/> Federal Certification | <input type="checkbox"/> Women's Business Enterprise National Council |
| <input type="checkbox"/> City of Chicago | <input type="checkbox"/> Chicago Minority Supplier Development Council |

2. Attach business license if applying as an EBE

Exhibit H

M/W/EBE PARTICIPATION WAIVER REQUEST

I am _____ of _____, and I have authority to
(Title) (Name of Firm)

execute this certification on behalf of the firm. I _____ do
(Name)

hereby certify that this firm seeks to waive all or part of this M/W/EBE participation goal for the following reason(s):

(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE ATTACHED.)

- _____ 1. No M/W/EBEs responded to our invitation to bid.
- _____ 2. An insufficient number of firms responded to our invitation to bid.
For #1 & 2, please provide a narrative describing the outreach efforts from your firm and proof of contacting at least 15 qualified M/W/EBEs prior to the bid opening. Also, please attach the accompanying form with notes regarding contacting the Assist Agencies.
- _____ 3. No subcontracting opportunities exist.
Please provide a written explanation of why subcontracting is not feasible.
- _____ 4. M/W/EBE participation is impracticable.
Please provide a written explanation of why M/W/EBE participation is impracticable.

Therefore, we request to waive _____ of the 25% utilization goal for a revised goal of _____%.

Signature: _____
(Signature)

Date: _____

EXHIBIT I

Construction Contractors' Assistance Organizations ("Assist Agencies") Form

AGENCY	DATE CONTACTED	CONTACT PERSON	RESULT OF CONVERSATION
Association of Asian Construction Enterprises (AACE) 5500 Touhy Ave., Unit K Skokie, IL. 60077 Phone: 847/5259693 Perry Nakachii, President			
Black Contractors United (BCU) 400 W. 76th Street Chicago, IL 60620 Phone: 773/483-4000; Fax: 773/483-4150 Email: bcunewera@ameritech.net			
Chicago Minority Business Development Council 105 West Adams Street Chicago, Illinois 60603 Phone: 312-755-8880; Fax: 312-755-8890 Email: info@chicagomsdc.org Shelia Hill, President			
Evanston Minority Business Consortium, Inc. P.O. Box 5683 Evanston, Illinois 60204 Phone: 847-492-0177 Email: embcinc@aol.com			
Federation of Women Contractors 5650 S. Archer Avenue Chicago, Illinois 60638 Phone: 312/360-1122; Fax: 312/360-0239 Email: FWCChicago@aol.com Contact Person: Beth Doria Maureen Jung, President			
Hispanic American Construction Industry (HACIA) 901 W. Jackson, Suite 205 Chicago, IL 60607 Phone: 312/666-5910; Fax: 312/666-5692 Email: info@haciaworks.org			
Women's Business Development Center 8 S. Michigan Ave, Suite 400 Chicago, Illinois 60603 Phone: 312-853-3477; Fax: 312-853-0145 Email: wbdc@wbdc.org Carol Dougal, Director			

PLEASE NOTE: Use of Construction Contractor's Assistance Organization (Assist Agencies") Form and agencies are for use as a resource only. The agencies and or vendors listed are not referrals or recommendations by the City of Evanston.

Exhibit J

Professional Services Agreement Acknowledgement Page

The City has attached its standard professional services agreement as an exhibit to this RFP. Identify all exceptions to the agreement that would prevent your firm from executing it. **The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response.** *Please check one of the following statements:*

____ I have read the professional services agreement and plan on executing the agreement without any exceptions.

_____ My firm cannot execute the City's standard professional service agreement unless the exceptions noted below or in the attached sample professional services agreement are made.

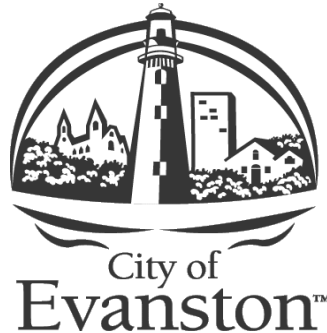
*****Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.**

List exceptions in the area below:

Authorized Signature: _____ **Company Name:** _____

Typed/Printed Name and Title: _____ **Date:** _____

Exhibit J



**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

The parties referenced herein desire to enter into an agreement for professional services for

[Insert name of the project]

("the Project")

RFP Number: XX-XX

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this ___ day of _____, 20___, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and *[Insert Professional Service Provider's name here]*, with offices located at *[Insert address here]*, (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed *[\$[Insert fee here]*.

I. COMMENCEMENT DATE

Consultant shall commence the Services on _____ or no later than **three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.**

II. COMPLETION DATE

Consultant shall complete the Services by _____. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for Proposal/Qualifications No. # (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City’s direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City’s business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker’s Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its subconsultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant’s work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant's work.

All subconsultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every subconsultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Termination. City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel

spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

D. Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

E. Conflict of Interest. Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

F. Ownership of Documents and Other Materials. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

G. Payment. Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

H. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating,

documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

I. Indemnity. Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subConsultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting

therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. Insurance. Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

K. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or

use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

L. Use of City's Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

M. No Assignments or Subcontracts. Consultant shall not assign or subcontract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

N. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

O. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law

mechanics' materialmen's or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any subConsultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

P. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

Q. Attorney's Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

R. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

S. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

T. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

U. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

D. The Consultant's internal complaint process including penalties;

E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

F. Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this

Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:

**CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201**

By _____

By: _____

Its: _____

Its: City Manager

FEIN Number: _____

Date: _____

Date: _____

EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated _____ between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201 (“City”) and _____ (“Consultant”) sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. COMMENCEMENT DATE: _____

II. COMPLETION DATE: _____

III. FEES:

IV. SERVICES/SCOPE OF WORK:

As defined in RFP/Q # _____ (Exhibit B) and Consultants Response to Proposal
(Exhibit C)

Dated: _____

EXHIBIT K

PROPOSAL SUBMITTAL LABEL

CUT AND ATTACH LABEL ON OUTSIDE OF SEALED BID/PROPOSAL SUBMITTAL



**ADDRESS SUBMITTALS: CITY OF EVANSTON - PURCHASING OFFICE, ROOM 4200
 LORRAINE H. MORTON CIVIC CENTER
 2100 RIDGE AVENUE - EVANSTON, ILLINOIS 60201**

SUBMITTAL NUMBER: _____

SUBMITTAL NAME: _____

SUBMITTAL DUE DATE/TIME: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE #: _____

Functional and Technical Requirements Matrix for a New Water Utility Billing System

Functional and Technical Requirements Matrix			
For all of the items below, please indicate whether your software includes the functionality, requires a custom solution or add-on that your company can provide, or whether the functionality requires a solution or add-on from a third-party. Enter an "X" in the appropriate box for each item.			
Adjustments	Included	Custom	Third Party
Roll-back bill to correct billing dates/customer name (i.e. incorrect person on service).			
All adjustments/debits/credits to show on accounts immediately			
Ability to print a corrected bill for customers upon request.			
Ability to enter more than one transaction the same day.			
Adjust for other collection charges, such as water, sewer, sanitation, special pickups and any one-time miscellaneous charges			
Ability to view all adjustments on report prior to releasing credit for accuracy and approval			
Retain record of reason for transaction/adjustment for future reference and have complete audit trail functionality including user, date and time.			
Billing	Included	Custom	Third Party
Provide billing for other service fees or miscellaneous accounts receivable for invoices, frozen meters, cross connection inspections, storm water detention inspections and any other City AR (accounts receivable) item (example: annual payment for Elm Tree Injection Program).			
Ability to preview and print billing registers and billing exceptions			
Ability to review bills/notices on system, including historical bills			
Ability to preview and generate bill re-prints			
Show current and previous history of each account (names/dates/final bill)			
Ability to process international addresses			
Retain historical record for service/work orders			
Retain a record of deleted work orders.			
Payment history available for a minimum of three years.			
Ability to load work orders onto hand held or vehicle device			
Final Bill/charged off accounts retain all information			
Provide historical rate schedules			
Provide for a basic facilities charge based on meter size			
Prorate amount for a given period taking minimum charges, fees, and sewer charges into account			
Combine multiple meters into a bill for same account using different rate codes for each meter.			
View rate schedules maintained within the system.			

Functional and Technical Requirements Matrix for a New Water Utility Billing System

Functional and Technical Requirements Matrix			
<p>For all of the items below, please indicate whether your software includes the functionality, requires a custom solution or add-on that your company can provide, or whether the functionality requires a solution or add-on from a third-party. Enter an "X" in the appropriate box for each item.</p>			
Support address standardization with delivery point verification addresses (DPV).			
Provide the capability to send multiple bills to one address			
Ability to generate pro-rated bills based on actual consumption and dates of service that may be more than a 60 day reading period or less than a full billing period.			
Ability to generate bills special bills detailing returned checks			
Provide on-line inquiry to aged account information for a five year period			
Provide the capability to produce consolidated bills			
Ability to generate final bills at anytime			
Ability to generate bills daily, weekly, monthly			
Estimates: Ability to use previous usage or usage obtained from special meter readings as the basis for estimating bills.			
Presentment: Ability to present multiple accounts at one address on the same bill			
Ability to customize rate structures based on type of service selected and work			
Ability to print orders from meter reading codes			
Ability to generate bill for unknown or who's using accounts			
Ability to show payment amount before and after due dates			
Ability to produce a monthly billing report			
Ability to charge penalties for late payment on amount due			
Ability to handle multiple billing cycles			
Mailing	Included	Custom	Third Party
Ability to print standard and custom bills			
Ability to imprint and meet bank required OCR and bar code scan line specifications.			
Ability for user-defined standard sequence/priorities for applying payments/deposits to accounts and ability to adjust that sequence as required (i.e. amounts are applied in the following sequence: sanitation fee, sewer, water, miscellaneous fees, etc.).			
Cashiering	Included	Custom	Third Party
Ability to allow for cash, debit card, credit card, automatic bank deduction and on-line payments			
Ability to scan over the counter payments using either barcode or OCR scan line.			
Show how payments were made			

Functional and Technical Requirements Matrix for a New Water Utility Billing System

Functional and Technical Requirements Matrix			
<p>For all of the items below, please indicate whether your software includes the functionality, requires a custom solution or add-on that your company can provide, or whether the functionality requires a solution or add-on from a third-party. Enter an "X" in the appropriate box for each item.</p>			
Real time posting of payments to accounts initially indicating payment pending and updating to approved using City designated time frame.			
Single and multiple payments handled in the same manner			
Retain balancing data in system			
Ability for CSRs to set an alternate delinquent cutoff date in the system. Comments by CSR would be clearly evident for this function.			
Ability to setup payment plans for customers having difficulty paying their bills (time extensions). Comments by CSR would be clearly evident for this function			
Ability to write-off accounts and monies as directed			
Maintain information about accounts that have been placed in a bad debit status			
Show amount of returned check due plus fees separate from total due.			
Ability to produce printed payment receipt			
Provide cash controls, including interface to cash drawer, cash receipts transaction listing by transaction type and/or agent			
Produce monthly cash report			
Ability to interface with City selected cashing system (Orbi-Pay).			
Ability to provide/set-up budget billing.			
Collections	Included	Custom	Third Party
Ability to customize notices			
Ability to handle shut-offs and turn-ons			
Ability to produce shut-off notices for accounts in arrears			
Ability to produce customizable past-due notices and delinquent letters			
Produce list of delinquent accounts by amount in arrears and number of days past due			
Tracking for insufficient funds by customer.			
Write-offs and bankruptcies.			
Automated-customer notification via-mail and email			
Automated customer notification of returned checks, non-payment charge, cut-off date.			
List customers eligible to be placed on or taken off cash only status			
Automatically send letters informing customers of cash only status			

Functional and Technical Requirements Matrix for a New Water Utility Billing System

Functional and Technical Requirements Matrix			
For all of the items below, please indicate whether your software includes the functionality, requires a custom solution or add-on that your company can provide, or whether the functionality requires a solution or add-on from a third-party. Enter an "X" in the appropriate box for each item.			
Call Center	Included	Custom	Third Party
Ability to assign duties to any employee on the system.			
Assigned duties to show on message screen; employee to note when completed.			
Full circle tracking for service requests.			
Record and show who accessed account, date and time for each account daily			
Ability to have clerk select type of call (high bill/turn on/meter set, etc.).			
Ability to access two accounts on same screen.			
Ability to access accounts by name, spousal name, business name, telephone numbers, street name or meter number.			
Metering Information	Included	Custom	Third Party
Ability to track meter from installation to disposal			
Ability to provide meter exception reports			
Show history for two years for each account			
Show meter history after disposal.			
Ability to support automated meter infrastructure (AMI)			
Ability to track additional hardware with AMI meters, such as Meter Interface Units.			
Ability to support reading re-route sequencing			
Ability to generate route report based on reading sequence			
Must be able to create and maintain data for each meter, including Manufacturer, serial #, location of meter, size of meter, number of dials, type of meter			
Meter size should match user defined charge rate			
Ability to produce report of meters due for testing or replacement			
Customer Information	Included	Custom	Third Party
Ability to view service/work orders for a premise			
Ability to store on imaging system			
Provide an area for free form messaging specific to an account			
Ability to pull a report from any data stored in the system and transfer to Excel and/or Word.			
General Reporting/Screens	Included	Custom	Third Party

Functional and Technical Requirements Matrix for a New Water Utility Billing System

Functional and Technical Requirements Matrix			
<p>For all of the items below, please indicate whether your software includes the functionality, requires a custom solution or add-on that your company can provide, or whether the functionality requires a solution or add-on from a third-party. Enter an "X" in the appropriate box for each item.</p>			
Ability to interface to Sebis (utility bill print and mail vendor - print output from the UB software to vendor)			
Ability to interface to OrbiPay			
Ability to interface to Accela			
Ability to display meters and query meters within ESRI's ArcGIS map environment			

Question	Response
1. Describe the system's rate and charge functionality. Describe how the system handles maintenance of rate increases.	
2. Describe the information the software maintains for each account and for each premise. Describe how the software searches for account/premise information (I.E., when a customer calls in without account number, how does customer service locate the customer's information?).	
3. Describe how your system handles budget billing?	
4. Describe how the system handles automatic service interruption for non-payment.	
5. Does the software round calculations or does it truncate?	
6. Does the software generate an average bill based on historical consumption? Describe how.	
7. How does the system handle scheduled draft payments when the customer changes billing cycles and/or when a customer transfer occurs?	
8. Describe the typical sorting and selecting options for reports.	
9. Does the software produce a billing register that includes regular and final bills and provides an audit trail for bills produced? What kinds of report totals are produced?	
10. How does software apply payments?	
11. What work order and meter inventory software do you support?	

Question	Response
12. Describe how the information will be gathered for cost of service and rate studies.	
13. Are there any limitations on the dollar amount charged for a customer bill?	
14. Describe any experience operating in a jurisdiction with a college or university population.	
15. Do you have current customers that have integrated your product with an ESRI based GIS? If yes, please provide a description of the integration.	
16. Does the USB and/or customer portal allow for benchmarking water usage by dates? Benchmarking: Customers are required annually to report their water usage and billing. Using the customer portal the customer should be able to specify dates and export the usage into an excel file. This must contain customer account, address, dates of reading, usage in hundred cubic feet and converted into gallons, water charge, sewer charge and total amount billed for each bi-monthly billing.	
17. Do you have current customers that have integrated your product with Vue Works software? If yes, please provide a description of the integration.	
18. Do you have current customers that have done a conversion from Harris North Star to your software? If yes, please provide a description of the conversion.	
19. Does your product require any additional 3 rd party software licensing?	
20. Do you support an enterprise single sign on (SOS) architecture? If yes, please describe.	
21. How are user accounts created and maintained?	
22. What mechanisms do you provide for customization of your software?	
23. How are customizations maintained when upgrading to new versions?	

Question	Response
24. What is your commitment for technical support response time?	
25. What application development tools did you internally use to develop your program?	
26. Do you have a customer portal as part of your Billing Software?	
27. Do you have a payment vendor for online and ivr to use with your water billing software?	
28. Can reports run on specific days and time? Be automated? And FTP?	
29. Can meter inventory information be customized to intergrate with the Neptune Meter Software?	
30. Can a LDAP login be used?	
31. Is there an audit trail with the software by users or dates?	
32. When viewing customers accounts is their a capability to web link to other apps?	
33. Is there an issue of doing a conversion to new water billing at the same time as a water meter change out program?	
34. Can the UBS provide the ability to mark an account as an "internal" account?	
35. Does the UBS have the ability to display account information via web portal?	
36. Can the UBS flag accounts that have been foreclosed, vacant or had a tax lien placed?	
37. Does the UBS have the ability to classify and categorize customers with special needs or designations? (Example: board member, medical conditions, life support, elderly, disabled, bankruptcy, etc	

Question	Response
38. Does the USB provide for one-time charges? E.g.: Reconnect Charge Fee, Turn-on Fee, Late Charge Penalty, Return Check Fee, After Hours Fee, Meter Accuracy Test Fee, etc., and can it be automated?	
39. Provides user-defined free form message on bills?	
40. Can it generate a return stub so that cash receipts can be read with an optical character reader, scanning the account and amount?	
41. Ability to provide an electronic bill via email	
42. If customer opts for ebill option, allow customer to have choices to: 1) still get a paper bill and ebill; 2) stop getting a paper bill and just get an ebill (which the system generates and emails).	
43. Ability to export reports to Microsoft Excel and Word?	