REQUEST FOR PROPOSALS TO MODERNIZE UTILITY BILLING, PAYMENT AND NOTIFICATION SERVICES

Bid #17-41
Bid Submittal Due Date: November 30, 2017

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The City of Beverly Hills ("CITY") is seeking proposals to modernize utility billing, payment and customer notification services in accordance with this Request for Proposals (RFP).

I.   PURPOSE AND SCOPE

The CITY is interested in modernizing its utility billing, payment, and customer notification processes. The service will include reoccurring online payments, interactive voice response (IVR) phone payments, mobile payments, eBilling, outbound customer notifications (including high-volume call-outs), and credit card and eCheck processing. The CITY would like these services to fully integrate with its existing systems and processes, including the CIS Customer Information System (CIS).

The CITY is seeking an all-in-one, fully-hosted solution from a single vendor/proposer in order to simplify contract oversight and administration, consolidate costs, and deliver a more seamless experience for our customers. Multiple proposals will be considered, but preference will be given to single-vendor solutions that meet the requirements set forth in this RFP.

It is the intent of the CITY to establish a mutually beneficial, long-term relationship with a vendor that is committed to providing solutions to meet requirements for many of the CITY's eGovernment initiatives. Ideally, the selected proposer will have experience providing eGovernment software solutions to multiple municipal departments.

II.   BACKGROUND & GENERAL INFORMATION

The CITY was incorporated in 1914 under the general laws of the State of California and is a long-established residential city and commercial center located within Los Angeles County in Southern California. The CITY, located 10 miles west of the Los Angeles City Hall, occupies a land area of approximately 5.7 square miles and serves a residential population of 34,763. The CITY estimates that services are provided to a daytime population of 100,000 to 150,000 persons during the day.

The CITY serves both Beverly Hills and some West Hollywood water and refuse collection customers. The CITY has approximately 11,000 accounts that are billed on a bi-monthly basis and 800 that are billed monthly. The Utility Billing Division has four full-time and one part-time customer service representatives who are responsible for handling utility billing inquires and accepting payments. On average, we receive approximately 204 calls a day which on average takes 2.4 minutes per call. Our CITY does not have an IVR system but does have an option for customers to pay via CIS of our financial software, Tyler Munis. **The CITY prefers proposers who currently have a real-time IVR integration with Tyler Munis. We understand that the CITY has other file upload options but proposers that already have an API established with Tyler Munis are preferred.**

III.   TERMS & CONDITIONS

The contract to be entered into with the successful proposer will include, but not be limited to, the terms and conditions of the Professional Service Agreement. (See Attachment 1) Please make sure to carefully read through the insurance and indemnification terms and conditions included in Attachment 1.

- Proposals may be withdrawn at any time prior to the Open Date. No proposal may be withdrawn after the Open Date.
- Proposers are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, proposers represents and warrants that it has thoroughly examined and become familiar with work required under this RFP, that proposer has conducted such additional investigation as it deems necessary and convenient, that proposer is capable of providing the consulting services requested by CITY in a manner that meets CITY'S objectives and specifications as outlined in this RFP, and that proposer has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for proposer to request additional compensation.
- The proposer selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make a fair assessment of the proposer's services.
- Each proposer shall submit all necessary descriptive materials or work proposer proposes to furnish. Proposer's failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the CITY.
- Every supplier of materials and services and all contractors doing business with the CITY shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.
- The proposer selected for the contract shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the CITY to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a CITY assigned permit number. The CITY'S own use tax which is self-accrued by the CITY will be remitted to the State of California pursuant to the CITY'S permit with the State Board of Equalization.

IV.   FORMAT AND CONTENT OF RFP

Title Page
Indicate the vendor name, address, telephone number, name of contact person, date and the subject: REQUEST FOR PROPOSAL TO MODERNIZE UTILITY BILLING, PAYMENT AND NOTIFICATION SERVICES

Table of Contents
Include a clear identification of the material by section and by page number.

RFP Questions
Provide answers to the RFP questions listed in Attachment 2.

Required Sections
Complete and include the following in your response in the format illustrated in the corresponding attachments:

- RFP Questions (See Attachment 2)

- References (See Attachment 3)

- Cost Proposals (See Attachment 4)

- Exceptions to Any Part(s) of RFP (See Attachment 5)

V.   SUBMISSION OF PROPOSALS

Sealed proposals including three (3) complete copies must be received by the City Clerk's Office no later than <u>Thursday, November 30, 2017</u> unless time is extended by written addendum issued by the CITY before that date. Proposals that are received after 2 p.m. will not be accepted. Postmarks will not be accepted as the submitted date.

Proposals shall be addressed as follows:

Bid No. 17-41
Proposal to Provide IVR Services
Attention: Mark Brower
CITY of Beverly Hills
Office of the City Clerk
455 North Rexford Drive, Room 290
Beverly Hills, CA 90210

Request for Additional Information
By submitting a proposal, the proposer agrees to furnish such additional information as the CITY may reasonably require. This includes information which indicates financial resources as well as the ability to provide the services. To the extent there are any revisions or additions to the information provided or requested in this RFP, an addendum will be sent to all proposers who

received the RFP. The CITY reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate.

Proposal Binding
All proposals submitted shall be binding on proposers for one hundred twenty (120) calendar days following opening of the proposals.

Incurred Expenses
The CITY is not responsible for any cost incurred by a proposer in either responding to this RFP, or in participating in oral presentation or meetings with the CITY.

Proprietary Information
In accordance with applicable Public Records Act and except as otherwise may be provided by applicable State and Federal law, all proposers should be aware that the RFP's and responses thereto are a public record. Proposals received in response to this RFP will become the property of the CITY and will not be returned to the proposers. In the event of contract reward, all documentation produced as part of the contract will become the exclusive property of the CITY.

Interviews
The CITY reserves the right to interview some, all, or none of the proposers responding to the RFP based solely on the CITY's judgment as to the proposer's qualifications and capabilities.

Acceptance/Rejection/Modifications to Proposals
The CITY reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer and to waive minor irregularities and technical defects in the proposal process. The CITY reserves the right to seek new proposals when it determines that it is in the best interest to do so. The CITY also reserves the right not to pursue any specific products/services discussed in the RFP.

Questions/Contact Person
A proposer or potential proposer who has questions may call Ani Keshishian at (310) 285-2406 or email her at akeshishian@beverlyhills.org. All substantive questions must be submitted via email to Ani, and the question and responses will be emailed to all parties who have obtained a bid package. Potential proposers that received the RFP by downloading it from the CITY's website or some other means should call or email Ani to ensure that they receive any updates or answered questions. Questions will be accepted until noon PST on November 22, 2017.

VI.   EVALUATION CRITERIA AND SELECTION PROCESS

Evaluation Criteria
Proposers will be evaluated on a combination of responsiveness, organization and clarity of proposal related to the scope of work, agreement to meet the CITY's general terms and conditions, fees, experience, qualifications and experience of assigned personnel, and responses of references.

Selection Process
The Review Committee may schedule interviews and/or presentations with short-listed proposers. Based on the outcome of the Review Committee's evaluation of proposals, a recommendation will be submitted to the City Council for consideration of award. An award of contract occurs when the contract is approved by the Beverly Hills City Council. Selection of a proposer with whom the CITY enters into contract negotiations with or a recommendation of an award by the Committee or any other party does not constitute an award of contract. The CITY expects, but does not guarantee, that the decision on selection of a proposer will be made by the Beverly Hills City Council on the date indicated below.

Evaluations of the proposals are expected to be completed by December 7, 2017. The lowest price proposal will not necessarily be selected, and technical components will be weighed more heavily than costs to insure that the CITY is procuring best value versus lowest price. Overall responsiveness to the RFP is an important factor in the evaluation process.

Once the evaluation team has completed their review and determined the proposal with the highest overall points, the CITY will contact the successful proposer on or by December 7, 2017 (tentative).

VII.   TENTATIVE SCHEDULE

Posted Date of Proposal	November 6, 2017
Proposal Due Date	November 30, 2017 by 2:00 p.m.
Selection and Notification (Tentative)	December 7, 2017
Recommendation submitted to CITY Council for approval (Tentative)	December 19, 2017

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
COMPANY NAME TO MODERNIZE UTILITY BILLING, PAYMENT AND
NOTIFICATION SERVICES

NAME OF CONTRACTOR: Company Name

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Primary Contact, Title

CONTRACTOR'S ADDRESS: Street Address

                                          CITY, State Zip Code
                                          Attention: Primary Contact, Title

CITY'S ADDRESS: CITY of Beverly Hills
                                          455 N. Rexford Drive
                                          Beverly Hills, CA 90210
                                          Attention: Don Rhoads, Director of
                                          Administrative Services/Chief Financial
                                          Officer

COMMENCEMENT DATE: TBD

TERMINATION DATE: TBD

CONSIDERATION: Not to exceed $ TBD

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
COMPANY NAME TO MODERNIZE UTILITY BILLING, PAYMENT AND
NOTIFICATION SERVICES

THIS AGREEMENT is made by and between the CITY of Beverly Hills (hereinafter called "CITY"), and Company Name (hereinafter called "CONTRACTOR").

RECITALS

A.   CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B.   CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1.   CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2.   Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon THE Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3.   Compensation.

(a)   Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B.

(b)   Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c)   Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4.   Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5.   Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6.   Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7.   Responsible Principal(s)

(a)   CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b)   CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8.   Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9.   Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10.   Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11.   Insurance.

(a)   CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1)   A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars ($2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2)   A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3)   A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars ($1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(4)   Workers' compensation insurance as required by the State of California.

(b)   CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c)   The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d)   CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e)   At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and Vehicle liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f)   The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g)   Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

(h)   The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONTRACTOR and its insurance carriers.

Section 12.   Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13.   Termination.

(a)   CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b)   In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR   be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14.   CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15.   Information and Documents.   All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16.   Records and Inspections.   CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17.   Changes in the Scope of Work. CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18.   Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19.   Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. <u>Entire Agreement</u>. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 21. <u>Exhibits; Precedence</u>. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. <u>Governing Law</u>. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. <u>CITY Not Obligated to Third Parties</u>. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. <u>Severability</u>. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _____ day of _____ 20___, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

_____
LILI BOSSE
Mayor of the City of Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

CONTRACTOR

_____
CONTRACTOR NAME
Title

13

_____
CONTRACTOR NAME
Title

APPROVED AS TO FORM: APPROVED AS TO CONTENT:

_____   _____
LAURENCE S. WIENER   MAHDI ALUZRI
City Attorney   City Manager

                                             _____
                                             DAVID SCHIRMER
                                             Chief Information Officer

                                             _____
                                             SHARON L'HEUREUX DRESSEL
                                             Interim Risk Manager

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall perform the following services:

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED   <u>COMPANIES AFFORDING COVERAGE</u>

A.

B.

ADDRESS   C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I. P.D.	LIMITS	AGGREGATE
	☐ AUTOMOBILE LIABILITY					
	☐ GENERAL LIABILITY					
	☐ PRODUCTS/COMPLETED OPERATIONS					
	☐ BLANKET CONTRACTUAL					
	☐ CONTRACTOR'S PROTECTIVE					
	☐ PERSONAL INJURY					
	☐ EXCESS LIABILITY					
	☐ WORKERS' COMPENSATION					
	☐					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____

Authorized Insurance Representative

TITLE: _____

CITY: _____

ADDRESS: _____

_____

ATTACHMENT 2
RFP QUESTIONS

The following information must be presented in the order and format listed and returned with your RFP response:

A. Company Information/Profile

1. Describe your company's history, ownership and organizational structure.

2. Provide brief resumes of key personnel who will be working on the proposed system.

3. List your company's affiliates, subsidiaries and/or parent companies.

4. Please provide the following information:
        a. Mailing Address
        b. Phone Number
        c. Physical Address (If different from mailing address)
        d. Primary Contact Information

5. Highlight other relevant certifications and/or partnerships your organization maintains which will aid in delivering an effective system.

6. Provide detailed information about any lawsuits, liens, restraining orders, foreclosures, or other legal/financial actions pending, in progress, or which have been brought against your company in the last five years.

5. Provide three references of clients that are using your services, similar in scope to what the CITY is requesting in this RFP. (See Attachment 3)

6. Brief summary of products and services offered.

B. Services

1. Is your company considering subcontracting any portion of the service requested? If yes, please provide details. (Services may not be subcontracted without prior approval by the CITY.)

2. What distinguishes your company's equipment and services from that of your competition?

3. Describe how you would respond to a catastrophe within your normal operating guidelines (include contingency plans for failed systems and insufficient labor resources).

4. Please include a copy of your company's standard, boiler plate agreement that includes terms, conditions and scope of services.

C. Proposed Solution

Please provide a narrative description of the proposed solution and how it will meet the CITY's goals and expectations. The description must detail the solution components, operational features, and key functional and technical specifications. Proposer must describe the specifics of the hosted services and integration methods that will be used for interfacing with the CIS. Proposer must provide a list of any additional software, hardware, web servers, telco support, phone lines, bandwidth, etc., that the CITY must purchase in order to use, support, or enhance the proposed solution. Please include the answers to the following questions in your response:

1. What encryption methods are being used?
2. What certifications for data protection have you obtained? Ex: PCI DSS, ISO 27001, HIPAA, FIPS 14-2.
3. What replication methods are used?
4. What is your disaster recovery strategy?
5. How do you isolate and protect CITY data from other client's data?

D. Scope of Work Requirements

Proposers must respond to all Scope of Work requirements listed in the Functional Requirements Table. The word "must" in a requirement indicates a required feature, and the word "should" indicates a desired feature. The Proposer must clearly indicate whether or not each requirement will be provided in the solution for the CITY. Please respond with "Y" (Yes), "N" (No), or "O" (Optional) answer, as defined using the criteria below.

- "Y" (Yes) – indicates the item will be supplied as specified and is part of the Proposer's base price proposal.
- "N" (No) – indicates the item will not be supplied.
- "O" (Optional) – indicates that the item will not be supplied as specified, but is being provided by Proposer as an optional component that may require modification to conform to the requirement. Proposer shall include a price for each optional component in the Price Proposal.

The Functional Requirements Table must be completed using the format provided and included as an attachment of the proposal. Any explanatory details shall be provided in the Proposer Discussion column. If additional space is needed, the proposer can add details after the tables using the Requirement Number as a reference. Requirements that are left blank will be assumed to be unavailable as specified.

Functional Requirements Table

#	General Requirements	Y/N/O	Proposer Discussion
1.	Service must be a fully-hosted, application service provider (ASP) infrastructure. All online, mobile, IVR, eBilling, payment processing, and notification system service components must be housed off-site and not under the care or control of the CITY.		
2.	System must support real-time data exchange between the CIS database and the proposer's hosted service. Customers must be able to access real-time balance and payment information by mobile, IVR, and web and payments must post back into the CIS database in real-time as they are taken. (The CITY is responsible for acquiring the necessary Application Programming Interface (API) from CIS.)		
3.	The Service will provide hosted interfaces that support the following credit card and eCheck payment processing functions: authorizations, charges, settlement, credits, refunds and voids, scheduled payments, credit card chargeback and ACH reject notifications.		
4.	Staff must be able to use a single web interface to search, view and report on all payment activity by payment type (e.g., card type, debit, eCheck) and payment method (e.g., IVR, mobile, POS, on-line). CITY staff must be able to search by account number, date range, and confirmation number.		
5.	The Service must allow CITY staff to create reports and export to Excel or PDF for daily, monthly, or date range of payment activity.		
6.	Proposer must provide an automated nightly batch for all card payments with a single reconciliation process for all payment channels.		
7.	The proposer should provide live 24/7/365 support by phone and email for payment issues.		
8.	The Service must be PCI and red flag compliant.		
9.	The Service must accept Visa, Visa-debit, MasterCard, MasterCard debit, Discover, American Express and support AVS and CVV2 collection.		
10.	Proposer must provide credit card processing at the counter including three PC-based card swipe devices.		
11.	All updates, upgrades, and enhancements for the billing, payment and notification Service must be performed by the proposer remotely without any additional costs to the CITY.		
12.	The Service must be installed within 90 days of the purchase order.		
13.	Merchant services for processing must allow the CITY to continue to use their current banking relationships for deposit accounts.		

		Y/N/O	
14.	The CITY currently does not pass a convenience fee to its customers. The proposer's service must be able to support absorbing convenience fees through all payment channels.		
	On-line Payments and Portal	**Y/N/O**	**Proposer Discussion**
15.	On-line payment solution and portal is hosted by proposer. Customer accesses portal from the CITY's web site or by an email bill notification and is taken to Proposer's secure web site which is branded as the CITY.		
16.	Proposer must be in compliance with the Web Content Accessibility Guidelines (WCAG) and provide TTY support.		
17.	Customers must be able to make one-time payments without registering an on-line account.		
18.	Customers must be able to register an on-line account to have access to more advanced features and make payments.		
19.	Service must support making payments that are more or less than the bill amount.		
20.	Customers can view 14 months of payment history and consumption history; 14 months of payment and consumption history will be available at Service "Go Live".		
21.	Customers can view PDFs of past billing statements; 14 months of billing statements will be available at the time of Service "Go Live"		
22.	Web interface should be provided in both an English and Spanish-language version and Farsi upon request.		
23.	Customers must be able to pay multiple utility accounts with a single payment. The service must use single sign-on when customers sign-in to multiple accounts.		
24.	Proposer must be able to securely use the CITY's authentication system via OAuth or REST API to authenticate customer login credentials.		
25.	Customers must be able to make payments using Visa, MasterCard, Discover, American Express and eCheck.		
26.	Customers must be able to securely save credit card and bank account information for future use on the portal.		
27.	Customers must be able to set up automatic recurring payments ("auto pay") by credit card or ACH. Customers signed up for auto pay will receive an email notice of pending payment.		
28.	Customers must be able to turn on / turn off email bill reminders; email bill reminders must contain a link to the online portal.		
29.	Email bill reminders must only be sent to customers with a balance.		
30.	Customers must be able to use the web service to opt in or out of paper billing.		
31.	The web site must recognize various account statuses (e.g., closed, delinquent, scheduled for		

		Y/N/O	Proposer Discussion
	shut-off, "cash only") and handle the web presentation differently based on business rules.		
32.	Service must not allow a customer to make a double payment.		
	IVR	**Y/N/O**	**Proposer Discussion**
33.	IVR must be fully hosted by the Proposer and provide a web-based administrative interface. Changes made by the administrator must be immediate.		
34.	IVR must generate system error notifications for real-time troubleshooting.		
35.	IVR must disconnect users after inactivity for a set amount of time.		
36.	IVR system must prevent telephone users from being trapped in a loop/menu.		
37.	IVR must be a user-friendly system that accounts for novice users as well as experienced users who don't need to hear the entirety of all instructional prompts.		
38.	IVR must include support for addressing frequently asked questions.		
39.	IVR must supply two call transfer numbers – one for business hours and the other for after-hours call handling. Staff must have routine ability to transfer calls with both routing options.		
40.	Customers must be able to hear their current account balance, due date, most recent payment amount, and date of most recent payment.		
41.	Customers must be able to make payments using Visa, MasterCard, Discover, American Express and eCheck, and support AVS and CVV2 collection for credit cards.		
42.	IVR must be provided in both English-language and Spanish-language call flows.		
43.	IVR call flows include professionally recorded voice prompts.		
44.	IVR must utilize both English-language text-to-speech and Spanish-language text-to-speech engines for any non-recorded read back.		
45.	IVR must allow CITY to insert temporary messages at the beginning on the IVR call.		
46.	The IVR must be able to provide callers with their past due amount as a separate line item for read-back.		
47.	The IVR must have ability to enforce payment of delinquent amounts as a minimum.		
48.	The IVR must not allow customers to pay by eCheck on accounts that are flagged as "cash only"; these accounts must only be allowed to pay by credit card.		
49.	The service must be able to notify staff when a customer on the shut-off list makes a successful payment.		
50.	The IVR must be able to identify caller accounts with a missing phone number and prompt the user to enter their phone number, which will		

		Y/N/O	Proposer Discussion
	subsequently update the CIS database with the new phone number.		
51.	IVR must provide a log of payment attempts.		
52.	The IVR must allow customers to make partial payments or pay an amount greater than the amount due.		
53.	The IVR must be able to play a courtesy message when the IVR is off-line for maintenance.		
54.	The IVR must provide reports of all calls including duration, date/time of payment, payment amount, daily/monthly/annual summary totals.		
Outbound Customer Notifications		**Y/N/O**	**Proposer Discussion**
55.	The service must allow CITY staff to create and manage outbound call and email campaigns.		
56.	Staff must be able to store and categorize notifications for future use.		
57.	Staff must be able to utilize ad-hoc contact lists for immediate notification.		
58.	A single list of contacts must be able to contain combinations of different communication channels including phone, email and text.		
59.	The message content must be able to contain dynamic information specific to the call recipient (e.g., street address, amount due)?		
60.	Notifications must be able to be scheduled to run at a specific time.		
61.	Notifications must be able to be prioritized if multiple jobs are running at the same time.		
62.	The Service must provide a report of the final disposition (i.e., live person, voice mail, no answer, bad number) of each call attempt. Service must report number of call attempts and call duration. Service must post data back into CIS so it can be viewed when an account is pulled up in the CSI as well as allow report data to be exported to Excel (e.g. CSV).		
63.	For calls that go to voice mail, the Service must be able to leave an alternative message different than the original message content.		
64.	Staff must be able to set the number of retry attempts for calls that are either not answered or go to voice mail.		
65.	Service must offer accurate voice mail / answering machine detection.		
66.	Service must support both Text-to-Speech and recorded voice files.		
67.	Service must support 12 concurrent outbound phone calls for day-to-day use.		
68.	Service must allow for 500 simultaneous outbound calls so the CITY can quickly notify all customers of time-critical information, such as a boil water notice.		
69.	Service must integrate with the inbound IVR system by allowing call recipients to Press "2" to enter the IVR system to make a payment by		

		Y/N/O	Proposer Discussion
	credit card or check without requiring them to enter their account number.		
70.	Service must allow call recipients to transfer to customer service during office hours.		
	Mobile Payments	**Y/N/O**	**Proposer Discussion**
71.	Proposer must provide a web payment interface formatted for mobile devices.		
72.	Customers must be able to quickly make a payment using their mobile device without registering an on-line account.		
73.	Customers must be able to make a payment by credit/debit card and eCheck.		
74.	Customers must be able to receive an email confirmation when a mobile payment is made.		

E. Project Implementation, Training, and Support

The proposer must provide an implementation plan that includes key tasks, milestones, and designated CITY and proposer responsibilities. Describe all hardware, software, or virtual components that CITY staff will be required to support. Outline all training that will occur during the course of this project, including training location, cost, and topics. Include support options and costs with descriptions.

Please provide an overview of your standard implementation methodology including:
1. Project timeline with key milestones
2. Installation/Setup Plan
3. Training Plan
4. Testing/Acceptance Plan

ATTACHMENT 3
REFERENCES

No.	Company Information	Years Service Provided
1	Company Name: Address: Contact Name: Contact Phone Number:	
2	Company Name: Address: Contact Name: Contact Phone Number:	
3	Company Name: Address: Contact Name: Contact Phone Number:	

Note: Provide at least 3 references. Public City references preferred. If contact person is no longer with company/city, please indicate.

ATTACHMENT 4
COST PROPOSAL

The Proposer must provide a detailed price proposal that includes all pricing for initial deployment and on-going costs. Pricing must include all costs for labor, hardware, software, hosting, testing, training, travel, payment processing, and any other costs to be charged by the Proposer. Also, the proposer must include any items noted as "optional" by the proposer in the Functional Requirements Table.

ATTACHMENT 5
EXCEPTIONS TO THE SPECIFICATIONS

Exceptions to the specification of any proposal items stated herein shall be fully described in writing by the proposer in the space provided below:

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