



**TOWN OF CARY
REQUEST FOR PROPOSALS (RFP)**

Customer Web Portal for Advanced Metering Data

Issued June 3, 2011

Proposals Due by 3:00 p.m. (EST), Thursday, July 7, 2011

Submit proposals to: Scot Berry	
Town of Cary Finance Department	
(Mailing address)	(Physical address)
P.O. Box 8005	316 N. Academy St.
Cary, NC 27512-8005	Cary, NC 27513

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I. Project Introduction and Background

Introduction:

The Town of Cary is interested in implementing a customer-facing web portal that will allow the Town's water customers to view their water consumption data in an intuitive, user-friendly manner. This web portal will enable customers to better understand and manage their water usage. The web portal being considered would need to be able to dynamically retrieve information from the Town's meter-reading database and possibly its utility billing database. The Town is willing to consider solutions that involve either custom web pages developed specifically for the Town based on the defined criteria in Section IV of this RFP, or that involve web pages that are modifications of existing meter data portals. The desired product will align seamlessly with the Town's current website.

Background:

The Town of Cary is a municipal government in the state of North Carolina with a population of approximately 143,000. Cary is a thriving community in the heart of the Triangle area, between Raleigh and the renowned Research Triangle Park. The Triangle area repeatedly has ranked among the top regions in the country to live or work, to find a home or start a business, to raise a family or retire.

The January 2004 issue of Money Magazine names Cary, N.C. the hottest town in the East and one of six Hottest Towns in America. In August 2006, Cary was again recognized by Money Magazine as one of the Best Small Cities in America, ranking fifth on the magazine's 2006 list of Best Places to Live.

The Town citizenry has one of the highest median household incomes in the state. More than two-thirds of adults hold a college degree and 9 in 10 citizens have access to the internet.

The Town's Mission Statement summarizes the Town's values for service and quality: At the Town of Cary, we focus every day on enriching the lives of our citizens by creating an exceptional environment and providing exemplary services that enable our community to thrive and prosper.

Utility Information:

The Town of Cary's water utility serves 49,000 accounts, and 60,000 metered connections with customers located in the Town of Cary, the Town of Morrisville, and the Wake County portion of Research Triangle Park.

Utility bills are calculated using an inclining tiered rate structure. Customers' rates vary by type of service, customer class, and jurisdiction. Customers are billed monthly. More information about the Town's rate structure is located at www.townofcary.org/Departments/Finance/Utility_Rates_and_Fees.htm

Current Web Environment:

The Town of Cary uses a wide variety of technologies and has staff that is well trained and capable in website creation and management. The Town's website is located at www.townofcary.org. It is externally hosted by a third-party web hosting company. Town staff use a content management system to update the website; the Town is not interested in replacing this content management system.

The Town also has two transaction web servers in-house that serve citizens by taking parks and recreation class registrations, utility bill payments, and building permit applications.

Metering System:

The Town of Cary uses an advanced metering system to collect water consumption data; the system consists of a Sensus FlexNet system operating in a VMware Virtualized Windows Server environment. The Town has branded its advanced metering system "Aquastar" (this is not a commercial product name).

Aquastar collects hourly water consumption reads at the meter which are uploaded four times a day to a regional collector, and then sent on to a server which houses a Microsoft SQL Server database.

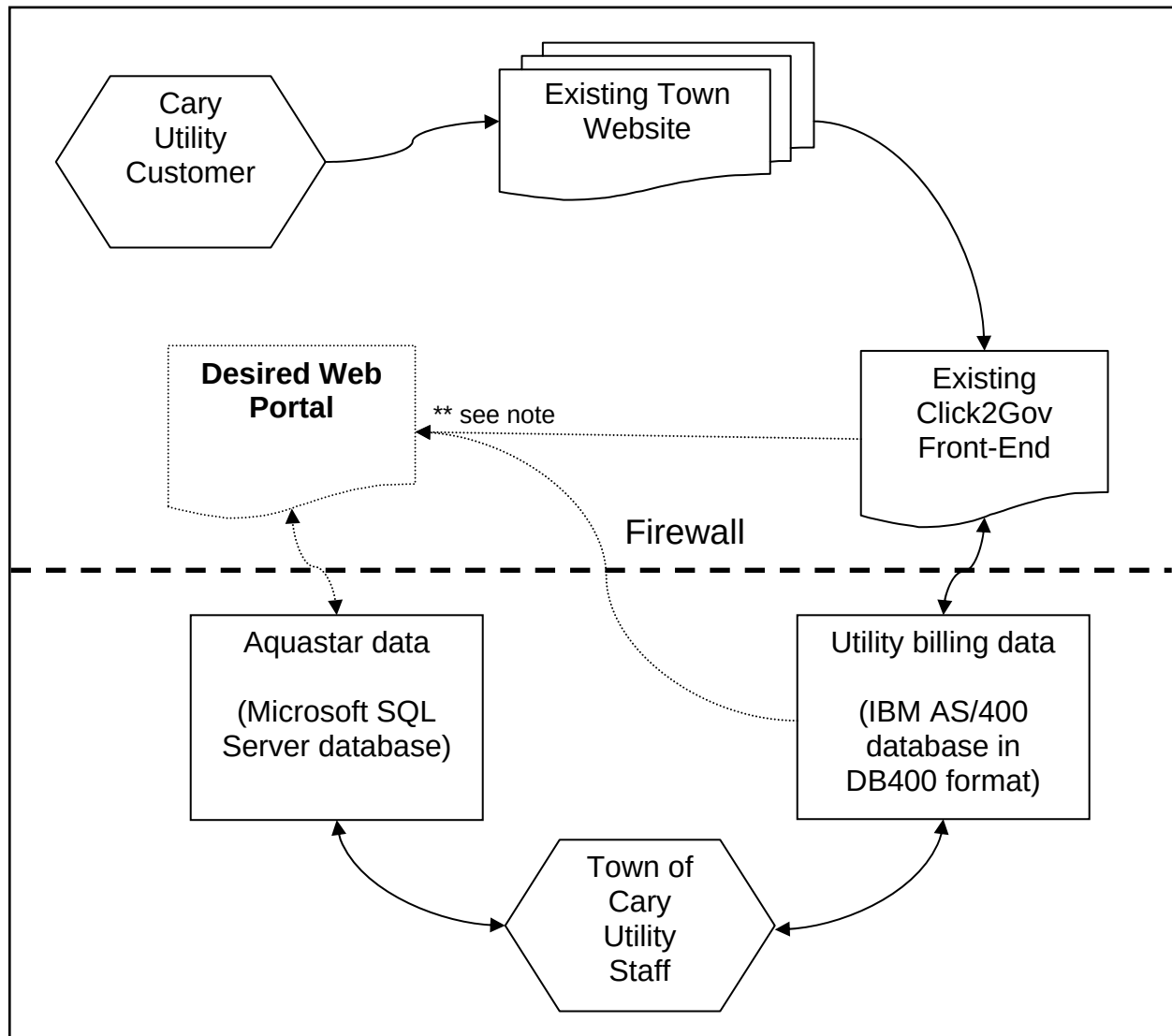
Utility Billing System:

The Town of Cary's utility billing system resides on an IBM AS/400 in DB400 format. The application vendor for the utility billing system is Sungard, Inc. This system stores information such as names, addresses, account numbers, and meter types (domestic, irrigation, and reclaimed water) in use by the customer. This utility billing database is broken into tables containing customer information, location information, and meter data. One customer can receive utility service at multiple locations, and one location may contain multiple meters. The ideal solution would be designed to allow customers who have multiple accounts (ex: A school system has multiple schools located throughout Cary with different account numbers, and some of these schools have multiple meters) to be able to see all the usage data associated with their customer ID.

The Town has implemented Sungard's Click2Gov E-Government application as a customer-facing front-end to the utility billing database, to enable customers to access their utility account information. Customers use the Click2Gov application to view their total monthly water usage and pay their bill online. The Town desires that customers do not have to sign in multiple times when switching between the Click2Gov payment application and the new web portal. The Click2Gov application consists of a BEA WebLogic application server running on Windows Server 2003.

Example screenshots of the Aquastar metering system, the utility billing system and the Click2Gov front-end are available in Section VIII.

Diagram of Existing Environment:



** In addition to displaying data from the Aquastar database, the "Desired Web Portal" needs to display data from the utility billing database; this data can be retrieved directly from the IBM AS/400 database, or it may be possible to pass data from the Click2Gov server. However, proposals that contain other solutions for transferring the data are welcomed.

Although an arrow between "Town of Cary Utility Staff" and "Desired Web Portal" has not been drawn for simplicity, please note that Town staff will need to access the Desired Web Portal as described in Section IV, Item 6.10.

II. Proposal Updates and Inquiries:

A) **Register for RFP updates:** All interested consultants should register with the Project Manager, Scot Berry, in order to receive updates, addenda or any additional information. The Town of Cary is not responsible for any consultants' failure to register. The Town will acknowledge receipt of registration via e-mail. To register, please send an e-mail to:

Scot Berry, Financial Project Analyst
Finance Department
Email: scot.berry@townofcary.org
Phone: (919) 380-4207

B) **Questions and Requests for RFP Clarifications.** Inquiries to the Project Manager requesting clarification regarding this Request for Proposal or the content therein should be submitted via e-mail at the e-mail address given above, and must be received by **5:00 p.m. (EST), on Friday, June 17, 2011.**

C) **Town Responses to Questions.** Any question regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled verbally. If any question results in a change, addition, or reveals a significant lack of clarity in a portion of the RFP, the changes, additions or clarification will be forwarded to all registered consultants. To maintain consistency questions may only be submitted to the project manager.

III. Required Proposal Format and Content

A. **Project Proposal:** Prospective vendors should provide answers to questions in Section IV of this RFP. Résumés, project samples and other supporting documentation, if applicable, should be included as an appendix. Proposals should include the following, at a minimum:

1. Title Page: Please indicate the name of the project, “Customer Web Portal for Advanced Metering Data”, consultant name and date of submittal. In addition, designate a contact person, with appropriate contact information, to address any questions concerning the proposal.
2. Executive Summary: A summary of the consultant’s qualifications and relevant experience, a summary of the proposed approach explaining in general how your proposal will meet the Town’s goals outlined in this RFP, an overview of the proposed services (will work occur onsite, virtually, etc.), and a brief timeline.
3. Detailed Explanation of Solution: This section will provide a more detailed explanation and holistic view of your proposed solution. This section could contain URLs, mockups or other graphics to help communicate your proposed vision for the web portal.
4. Response: Answers to the Town’s questions as outlined in Section IV of this RFP. These answers should easily be referenced to the requested questions.
5. Project Schedule: Indicate the proposed time frame on a calendar for the entire project, being sure to identify project milestones with anticipated completion dates. For scheduling purposes plan for a ‘notice to proceed’ to be issued from the Town on August 22, 2011. The Town prefers that the web portal be operational for customers no later than March 31, 2012.

B. **Cost Proposal.** The Town of Cary will consider cost in its overall evaluation of the proposal. The project cost should be based upon the scope of work outlined in the proposal. The cost proposal should be logically presented in a task outline format and organized to include at a minimum a break out for preliminary research, design, testing, and implementation. The cost proposal should then be summarized and indicate the total ‘lump sum’ price for all the work described herein.

1. The cost proposal should break this lump sum cost into its component costs, including:
 - a. The costs, in dollars, hours and category of personnel, for each of the major tasks/phases identified in the proposal;
 - b. Please provide the total cost for additional software required for this proposal. This includes client licenses. Do not price hardware, operating systems or SQL database licensing.

- c. Costs for any additional or optional tasks, products, or services beyond those requested in this RFP that are incorporated in the Proposal.
 2. Consultants should identify possible options to minimize costs, including tasks that may alternatively be performed by the Town or resources that the Town could provide that might otherwise be provided by the Consultant.
 3. Any applicable discounts should be identified.
 4. Provide a detailed fee schedule for all hourly charges, by categories, for any reimbursable unit cost items that would normally be expected to be used where additional services beyond the scope of work provided are desired. These would include costs such as fees for conducting additional meetings with Town staff, fees for additional modifications beyond those in the proposal, service and maintenance terms, and/or hourly rates for such additional or optional services.
- C. **Appendix:** All secondary information such as résumés, project samples and other supporting documentation should be included in an appendix or as a separate attachment.

IV. Requested Vendor Information

1. Vendor Information

Item Number	Description
1.1	Company Name
1.2	Sales Contact Information
1.3	Company Location
1.4	How long have other clients been using web portals designed by your company?
1.5	Geographical location where web developers are based.
1.6	Customer Base - What is the profile of your current customer base? Are any of your current clients utilities? If so, please provide the number of water/electric/gas customers for the solution being quoted?
1.7	How many employees are employed by your company, and how many are directly responsible for website development?
1.8	Describe your company's approach to staying current, and your plan for rolling out new services.

2. Vendor References – Please provide the information below for up to three references for which your company provided services for projects similar in scope to this Project.

Item Number	Description
2.1	Reference name and current contact information.
2.2	How many years has this customer been using your products/services?
2.3	Description of products/services provided to the customer
2.4	Did the solution you provided involve custom website development, or an off-the-shelf product your company has developed? (If the solution involved an off-the-shelf product, please list the product name and software version.)
2.5	Have the products/services delivered to the customer been upgraded since installation? If so, how many times?
2.6	If this reference is a utility, provide the number of water meters served by the reference, the number of <i>other</i> types of meters served, and the type of automated reading system used by the reference.
2.7	Customer comments about the products/services you provided

3. Vendor Experience

Item Number	Description
3.1	Describe the web programming languages that your company is fluent in. Include examples of markup languages such as HTML and XML, scripting or programming languages such as ColdFusion, PHP, Java, or .NET languages, and graphics based programming products such as Flash. Describe how these languages fit within the context of your proposed solution.
3.2	Describe the operating systems, web servers, and application servers that you have developed for, and how these would fit within the context of your proposed solution.
3.3	Describe your experience interfacing with Sungard's Click2Gov E-Government application, providing examples of situations where this interaction has occurred.
3.4	Describe your experience interfacing with the Sensus FlexNet system, which stores data in a Microsoft SQL Server database. Provide examples of situations where this interaction has occurred. If you do not have specific experience with Sensus FlexNet, provide examples of connecting to other SQL Server databases.
3.5	Describe your experience interfacing with an IBM AS/400 database in DB400 format, providing examples of situations where this interaction has occurred.
3.6	Describe your experience creating security for websites that contain protected information. This must include experience programming sites that meet PCI Security rules as well as general secure sockets layer (SSL) security programming.

4. Product Capabilities Statement

4.1	Due to the sensitive and protected nature of utility data, the Town of Cary may require that all web developers working on this project submit to a criminal background check. Will your company comply with this requirement?
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5. Web Portal Code, Accessibility, and Browser Support

Item Number	Description
5.1	The portal's web pages shall consist of "clean" code that conforms to current W3C standards, including CSS and HTML. Will your proposed solution result in web pages that conform to these standards?
5.2	The web pages must be accessible based on the Americans with Disabilities Act. This includes having the capability to display alternate text tags for images and screen-reader-friendly text. Describe how your proposed solution supports accessibility. In addition, does it meet any national or industry standards for this accessibility support?
5.3	For your proposed solution, describe the different web browsers and versions supported.

6. Web Portal Content – The Town has identified specific items that the ideal web portal would address. To the best of your ability, please describe how your proposed web portal solution would address the following items. Failure to address a particular item in your solution will not lead to immediate dismissal of a proposal. When creating a proposed solution, vendors are encouraged to consider listing some of the following items as optional and price separately based on difficulty to incorporate.

Item Number	Description
6.1	The primary information that will be displayed on the web portal will be each customer's water usage data, retrieved from the Aquastar database. It should be intuitive for the customer to view monthly total water consumption, drill down to a specific week's total water usage, and continue to drill down to a specific day's total water usage and the hourly water usage for that day. (The raw data is stored at the hourly level; all other views will require the proposed solution to run computations of this hourly data.) Describe your proposed solution for displaying this data in a user-friendly manner and how the drill-down process would work.
6.2	The Town envisions that the web portal will have the ability to display water usage delineating the amount of water used per period (month, week, day, hour, etc.) in both volume and cost, depending on the customer's selected variable. However, given the Town's tiered rate structure, the Town understands that it would be difficult to calculate water costs for periods less than a month; a disclaimer concerning the accuracy of cost calculations would probably need to be displayed for the user. Describe how your solution would display water usage in both gallons and dollars.

6.3	The Town envisions some customers wanting to export usage data from the web portal to use in more detailed analyses. Describe the proposed process users would go through to export data, including which file format the data would be in. Additionally, describe which data customers would be able to export.
6.4	The Town envisions both customers and Town staff wanting to print data/reports/graphs from the web portal. Describe what data/reports/graphs your proposed solution would allow customers to print, providing examples. Additionally, describe the proposed process users would go through to print data.
6.5	In addition to water usage data, the Town also wishes to have utility billing data such as customer name, account number, meter number, and service address displayed on the proposed web portal. This data is stored in the Town's utility billing database on an IBM AS/400, and is accessed by citizens through the Click2Gov front-end; however, the data is not stored in the Aquastar database. Describe your proposed method for making this data available in the desired web portal.
6.6	Hourly water consumption data is sent from individual meters to the Town's Aquastar server every six hours. The time the data is sent is different for each meter. If your proposed solution does not involve a live connection to the Aquastar database, how often will consumption data be uploaded to the web portal?
6.7	The Town's Aquastar system contains built in quality control. Does your proposed solution contain any additional quality control (controlling for null values, reads outside historical range, etc) on the usage data before being published to the web portal?
6.8	There are occasions where an hourly read is not available; describe what your proposed solution would present if read data is not available for a specific hour, and if and how this is different if multiple hours are missing.
6.9	A registration/authentication system will be necessary to ensure that a customer can only view his/her own water usage history. The Town desires that customers won't have to sign in multiple times when switching between the Click2Gov payment application and the new web portal. Describe how your web portal could be connected to the Click2Gov portal. Is a single sign-on for Click2Gov and the proposed web portal a part of your solution?
6.10	After the web portal is launched, when customers call the Town's customer service line with questions about using the web portal, it is important that Town staff be able to view the same dynamic, customized webpages a particular customer is seeing. Will Town staff be able to view the same pages that customers are viewing? If yes, describe this process.

6.11	To gain a better understanding of your proposed solution, the Town desires access to a demo website, a live customer website, or mockup screenshots that accurately represent the solution you are proposing. If the demo or live version is different than the proposed web portal, please describe the differences.
6.12	Does your proposed solution have analytical capabilities that describe to the customer why the current bill may be different from previous bills? This may include having more billing days, hotter/drier weather, etc.
6.13	The Town would like customers to be able to analyze their water usage, particularly the ability to compare water usage to similar periods, or similar customers. Describe what analytical reports web portal users would be able to run if your proposed solution were implemented (provide either examples or outlines of the reports). Additionally, describe the proposed process users would go through to run a report on their water usage. The Town anticipates working with the selected vendor to fully develop the required analytical reports.
6.14	If your portal contains analytical capabilities, please describe how this is accomplished including what assumptions need to be made by the Town.
6.15	The Town may desire the ability to override the “front page” of the web portal in the case of a water shortage or other emergency, describe if this is possible with your solution.
6.16	The Town may desire giving customers the ability to sign up for notifications sent to their email addresses/mobile device. If this is possible with your solution, describe in detail the notification process, including the parameters for the alerts that can be selected, and how your system stores this data. Additionally, how does it function and will it support a separate email interface (outbound only) through an administrator selected firewall port?
6.17	If your proposed solution contains alerts, can customers establish a time frame of when to start and stop notification?
6.18	The Town may desire the ability to present current and historical weather data on the web portal. If this is possible with your solution? If so, please describe the process of presenting weather data for past billing periods, including the source of the weather data gathered and if it is a free service.
6.19	The Town may desire the ability to provide access through mobile devices. Does the proposed solution include an application for mobile devices? If so, which parts are optimized for mobile viewing?

7. Initial Development Process and Options for Future Customization

Item Number	Description
7.1	Describe your proposed process of working with Town of Cary staff to develop the content and layout of the web portal prior to initial implementation.
7.2	Describe the options for editing the web portal after deployment. In particular, describe what changes Town staff would be able to make either through internal resources, or by hiring outside vendors. If applicable, describe the software editor provided, including whether it is browser based or has its own interface.
7.3	Describe in detail what areas of your web portal would not be customizable by Town staff or outside vendors.

8. Product Installation

Item Number	Description
8.1	The Town desires a “turn key” implementation; please describe how this will occur including the number of hours planned for implementation, testing, etc.
8.2	Can the proposed web portal be hosted on an internal server in our network, or do you require that it be hosted by your organization only, or can you support both options?
8.3	Provide the entire operating environment that your solution requires. Include any software licensing required.
8.4	Describe the anticipated Town resources needs for implementation of your proposed solution.
8.5	Please describe what sort of on-call help, or service plan is available after implementation.

9. Terms and Conditions

Item Number	Description
9.1	Will your company comply with all the Terms and Conditions in section VII? If you are unable to comply with a specific Term and Condition, please describe which term or condition, the reason, and a proposed rewording.

V. Instructions for Submitting the Proposal

- A. Proposals are due to the Town of Cary Finance Department no later than 3:00 p.m. EST on or before July 7, 2011. There will not be a public opening of the proposals. Five complete hard copy proposals with all attachments should be provided along with one electronic copy in PDF format. Where appropriate hard copies should be printed double sided. All proposals must be marked REQUEST FOR PROPOSAL – Web Portal for Advanced Metering Data. Under North Carolina law, proposals are public record.
- B. Proposal should be delivered to the following address:

Scot Berry
Town of Cary Finance Department

(Mailing address)
P.O. Box 8005
Cary, NC 27512-8005

(Physical address)
316 N. Academy St.
Cary, NC 27513

VI. Proposal Evaluation and Selection

Proposals will be evaluated by a representative interdisciplinary review team which at a minimum will include staff from the Town's Finance, Public Works and Utilities, Public Information, and Technology Services departments. Failure to respond to any requirements outlined in this RFP, or failure to enclose copies of the required documents, may disqualify the proposal.

A. Proposals will be evaluated based on the following criteria:

1. Competence of the consultant, judged by a team of Town staff, to perform the required service as indicated by the technical training, education, experience, thoroughness of answers, and reputation of the personnel who would be assigned to perform the work.
2. The selection team may include the following factors in its decision:
 - Past web portal experience.
 - How well similar web portals designed by the consultant function, and proposed solutions' look, feel, and functionality.
 - The likelihood of completing the project on time based on its current workload and resources.
 - Knowledge of water utility operations including customer usage patterns and billing practices
 - Knowledge of advanced metering systems.
 - Vendor's willingness to agree and comply with all the Terms and Conditions
3. Quality and feasibility of the proposal, as judged by a team of Town staff. Quality will be evaluated on:
 - Clarity, organization, adherence to the requested proposal format, demonstration of understanding of the questions and completeness.
4. Past performance as reflected by evaluations of previous clients and review of demo and actual web portals with respect to factors such as quality of work, cost control, and timeliness.
5. Ability to perform the services competently and expeditiously, as judged by a team of Town staff. The selection team may include the following factors:
 - Ability to partner with other consultants that would enhance service and deliverables;
 - Project approach;
 - Proposed timeline;
 - Cost of services proposed;
6. The Town realizes that factors other than price are important. As a result, price may not be the sole factor upon which the Town's decision to award is based.

- B. Based on results of the initial evaluation, the review team will select finalists for interviews and consultant presentations. The Town reserves the right to choose any number of qualified finalists for interviews and/or final selection. The consultants selected for interviews and presentations will be asked to make formal presentations of their proposals, demonstrate similar web portals and respond to review team questions. Finalists selected for interviews will be given a one week notice to arrange travel.
- C. Following the interviews, the review team will make the final selection.
- D. Submission of a proposal indicates acceptance of the conditions contained in the RFP. The Town reserves the right to reject any or all bids or proposals, waive technicalities, and to be the sole judge of the suitability of the proposed services for its intended use and further specifically reserves the right to make the award in the best interests of the Town. Consultants may be asked to substantiate proposal representations made in any inquiry, as well as provide supplemental information or additional information about the scope of work outlined in their proposal.
- E. The *estimated* timetable for this RFP and proposal selection process is as follows, although the Town reserves the right to alter this timetable as necessary.

Request for Proposal issued	June 3, 2011
Pre-proposal questions due	June 17, 2011
Proposal due Date	July 7, 2011, 3:00 p.m.
Interviews and consultant presentations	July 27 – 29, 2011

VII. Terms and Conditions

Town of Cary Standard Terms and Conditions (Service Contract)

Notwithstanding anything to the contrary contained in Contractor's Proposal or in base contract, the following terms and conditions and the RFP, if any, apply and take precedence and control over inconsistent, ambiguous or contrary terms and conditions in Proposal or Base Contract. However if Proposal or Base Contract imposes a more stringent standard or obligation on Contractor then the more stringent standard or obligation shall apply.

1. Definitions. For the purpose of this Standard Terms and Conditions ('Standard Terms'), the following definitions apply together with definitions contained in the body of these Standard Terms. *Base Contract* – means the contract to which this is attached together with RFP and Proposal (if any).

Contract – means Base Contract together with this Standard Terms and Conditions ('ST&C').

Contractor's Services or *Services* – mean all products and services to be provided by Contractor under Contract.

Proposal – means Contractor's proposal as accepted by Town.

RFP – means an 'invitation to bid', 'request for quotes', 'request for proposals,' or the like.

2. Contractor Representations and Warranties. By executing Contract, Contractor represents and warrants that now and continuing for the term of Contract:

- a. Contractor is fully qualified, skilled and capable of performing Services in a fully competent, professional and timely manner; shall exercise reasonable care and diligence in performing Services; shall act in accordance with generally accepted standards of Contractor's practice throughout the U.S.; and shall comply with Contract and with all applicable federal, state and local laws, ordinances, rules and regulations (collectively 'Laws and Regulations');
- b. Contractor possesses all necessary licenses and certifications;
- c. Contractor shall perform all Services in a timely manner in accordance with all schedules for the project or required under Contract, time being of the essence; and
- d. The individuals signing Contract have the right and power to do so and bind Contractor to the obligations set forth herein, and such individuals do so personally warrant that they have such authority.

3. Services. If Services include the delivery of deliverables to Town, Contractor shall submit to Town all deliverables, including reports, technical memoranda, testing protocol, designs, drawings, specifications, electronic databases and the like (collectively 'Deliverables') in electronic form in read-only MS-Windows compatible format (including pdf formats). All drawings shall be CAD generated and shall be provided on electronic media downloadable onto an AutoCAD based system. In order to meet US Justice Department standards for Internet accessibility, all Deliverables (draft and final) intended for presentation on the Town of Cary's Website must be provided in a manner and format compatible, consistent, and in compliance with all Town technology standards. Such materials must be provided in PDF versions, be screen-reader friendly and contain alternate text tags of no more than 34 characters for all graphics.

Unless otherwise provided, Contractor is responsible for all applicable taxes and license fees and shall acquire all licenses and permits as required by Laws and regulations. Contractor shall obtain a Town of Cary privilege license to perform business operations in the Town.

4. Ownership of Documents and Copyright/Town Seal. All Deliverables and other works developed in the performance of this Contract ('Documents') shall be and become the property of Town and may be used on any other project without additional compensation to Contractor, provided that such other use shall be at the risk of the Town. If not provided to Town earlier, Contractor shall turn over to the Town in good unaltered condition, reproduces of all Documents within seven (7) days after Contract termination. Unless specifically agreed otherwise by Town, copyrights (if any) in Documents created under this Contract belong to Town. Town shall have a non-exclusive license to use Documents for which Contractor, or another, may own the copyright, if any. Contractor shall not use the seal of the Town of Cary.

5. Compensation, Default, Termination and Suspension.

- a. Compensation. Compensation shall be as set forth in Base Contract, and is the total price for all Services. Compensation shall be paid at completion of Services unless specifically provided otherwise. At completion of Services, or the relevant phase (if applicable) Contractor shall submit invoices showing all Services performed, and such other details as may be required by Contract. Town shall pay invoices for which it makes no objection within 30 days of receipt of invoice.
- b. Termination/Suspension for Convenience of the Town. Unless specifically provided otherwise, this Contract may be terminated without cause by the Town and for its convenience upon ten (10) days written notice to Contractor. Town may order Contractor in writing to suspend, delay or interrupt all or any part of Contractor's services for the convenience of Town.
- c. Termination after Breach. After seven (7) days written notice to the other party of its default or breach, this Contract may be terminated by the noticing party.
- d. Compensation after Termination. (a) In the event of termination for the convenience of the Town, Contractor shall be paid that portion of Compensation that it has earned to the date of termination, plus an amount equal to (i) five percent (5%) of Compensation earned to date of termination or (ii) Contractor's unearned Compensation, whichever is less, less any costs or expenses incurred or anticipated to be incurred by the Town due to errors or omissions of Contractor. (b) In the event of termination by reason of a material breach by the Town, Contractor shall be entitled to the same Compensation as it would have received had the Town terminated for convenience, and the Contractor expressly agrees that said compensation is fair and appropriate as liquidated damages for any and all costs and damages it might incur as a result of such termination. (c) In the event of termination by reason of a material breach by Contractor, Contractor shall be paid that portion of Compensation that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by Town due to errors or omissions of Contractor or by reason of the Contractor's breach.
- d. Provide Complete Documents. Should Contract be terminated for any reason, Town shall, nevertheless, have the right to require Contractor to (a) turn over to Town all finished, or unfinished Documents and (b) perform such additional effort as may be necessary to providing professionally certified and sealed drawings and to delivering to Town such certified and

sealed drawings with respect to any phase or item of the Contractors services, for which effort the Contractor shall be compensated in accordance with Contract.

6. Insurance. Contractor shall purchase and maintain during the period of performance insurance for protection from claims under workers' or workmen's compensation acts; Comprehensive General Liability Insurance (including broad form contractual liability and complete operations, explosions, collapse, and underground hazards coverage) covering claims arising out of or related to bodily injury, including bodily injury, sickness, disease or death of any of the Contractors employees or any other person and to real and personal property including loss of use resulting therefrom; Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering bodily injury or death, and property damage; and Professional Liability Insurance (if applicable) covering personal injury, bodily injury and property damage and claims arising out of or related to Contractor's performance under Contract.

The minimum insurance ratings for any company insuring the Contractor shall be Best's A-. Should the ratings of any insurance carrier fall below the minimum rating, the Town may, at its option, require the Contractor to purchase insurance from a company whose rating meets the minimum standard. Contractor's insurance carrier(s) shall be licensed and admitted to do business in the state of North Carolina. If Contractor is unable to find a licensed and admitted carrier for any line of insurance coverage, Contractor shall notify Town in writing.

Unless otherwise specified on Attachment 1, minimum limits of insurance coverage are:

General Liability	\$1,000,000 per occurrence
Commercial Automobile Liability	\$1,000,000 CSL
Commercial Excess Liability / Umbrella Policy	\$1,000,000 per occurrence
Workers Comp	Statutory Limits
Employers Liability	\$ 500,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

All insurance policies (except Worker's Compensation and Professional Liability) shall name the Town as an additional insured party. Evidence of such insurance shall be furnished to the Town, together with evidence that each policy provides that the Town shall receive not less than thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, Contractor shall procure substitute insurance so as to assure the Town that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

7. Indemnification.

a. General Indemnity. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town, its officers and employees, from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by Contractor of any term or condition of Contract, (b) any breach or violation by Contractor of any applicable Law or Regulation, or (c) any other cause resulting from any act or failure to act by Contractor

under this Contract, but only to the extent caused by any negligence or omission of Contractor. This indemnification shall survive the termination of Contract.

- b. Intellectual Property Indemnity. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town, its officers and employees, from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to all professionals' fees and charges and all court or arbitration or other dispute resolution costs), by whomsoever brought or alleged, arising out of or related to infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by Town in writing ('Town required design'). If Contractor has reason to believe the use of a Town required design is an infringement of an intellectual property right, Contractor shall be responsible for such loss unless such information is given to the Town immediately upon becoming aware of such possible infringement. This indemnification shall survive termination of Contract.
8. Prohibited Contract terms. In no event shall there be any of the following without Town's express prior written agreement: (i) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (ii) any limitation on damages, including a limitation on consequential damages; (iii) any requirement for arbitration or for mandatory mediation; (iv) any requirement that Town officials or employees keep information confidential or any requirement that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the Public Records Law (N.C.G.S. §132-1 *et seq.*).
9. Independent Contractor. Contractor is an independent contractor and is solely responsible for its Services and the supervision of its employees and permitted subcontractors.
10. Public Records. Contractor acknowledges that the records in the custody of Town are public records and subject to public records requests. Town may provide copies of such records, including copyrighted records, in response to public record requests.
11. Amendments to Contract. Contract may only be amended in a writing signed by the parties.
12. Dissemination of Information. The Town takes efforts to assure that accurate information about the Town is disseminated such that neither the public trust nor the public's perception of Town impartiality is compromised. Contractor, mindful of those efforts, agrees that it shall not publicly disseminate any information concerning the Services without prior approval from Town. Any approval given by the Town may be given with certain stipulations, such as Town participation in the creation of the public product or Town review and the option to refuse ultimate release of the final product should it fail to meet the Town's standards and goals. Publicly disseminate means but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, advertising, sales promotion, *professional papers or presentations, news releases, articles, or other media products*, and/or Contractor's business collateral pieces. Notwithstanding the foregoing, the parties agree that Contractor may list Town as a reference in response to requests for proposal and may identify the Town as a customer in presentations to potential customers.

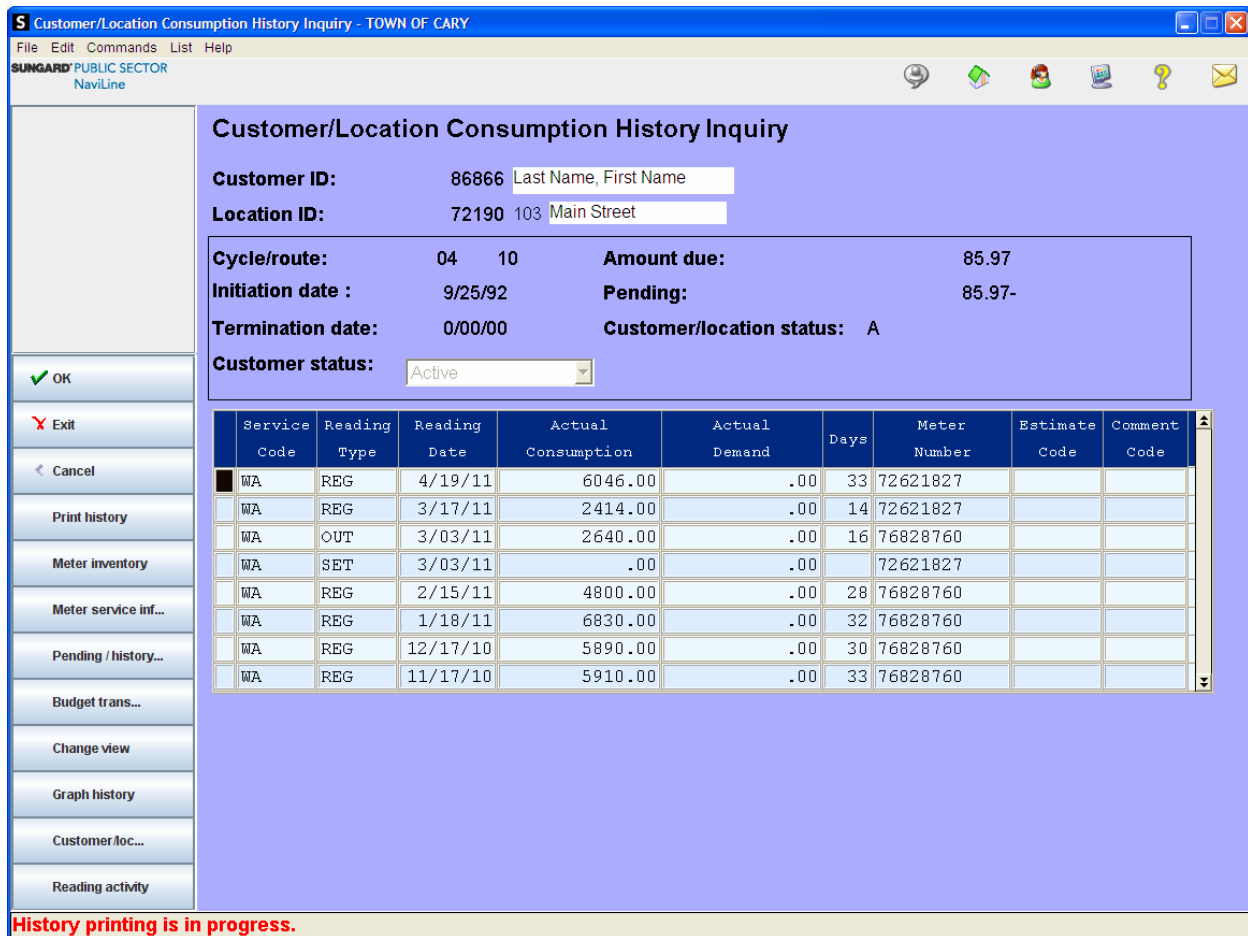
13. Limited Assignment/Delegation. Contractor shall not assign or transfer its interest in, nor delegate its duties under, Contract without the Town's written consent. The Town's consent shall not release Contractor of an obligation under Contract. If Contractor utilizes approved subcontractors, Contractor shall be responsible for the scheduling, completeness, quality, accuracy and timeliness of all their work. Town has the right to request that any subcontractor be replaced due to unsatisfactory performance.
14. Governing Law. Contract and the Services shall be governed by the laws of the State of North Carolina. Any and all suits or actions related to Contract shall be brought in Wake County N.C.
15. Severability. If any provision of Contract is held as a matter of law to be unenforceable, the remainder of Contract shall be enforceable without such provision.
16. Non-Exclusive Remedies/No Waiver. The selection of one or more remedies for breach shall not limit a party's right to invoke any other remedy available under Contract or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a party shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default. Every right, power or remedy may be exercised from time-to-time and as often as deemed expedient.
17. Survival. All representations, indemnifications and other terms and conditions of Contract which by their nature should survive Contract termination shall survive its expiration or termination.
18. Conduct: Town has adopted a Mission Statement and Statement of Values. To support these values, Town has published *Working with the Town of Cary—A Guide for Temporary Employees, Contractors, Consultants, and Volunteers*. To the extent consistent with the terms and conditions of Contract, Contractor agrees to-support and abide by the policies and elements contained in the chapters titled 'Our Culture' and 'Working with the Media' in such publication.
19. Notice. All notices shall be in writing and delivered to the other party by personal delivery, commercially recognized overnight courier service, or prepaid U.S. certified mail, return receipt requested, addressed as follows:
to Contractor: To the Contractor's address provided in Contract, or as otherwise specified in writing to Town by Contractor.
to Town: Project Manager, Town of Cary, 316 N. Academy St. PO Box 8005, Cary, NC 27512-8005. Contractor shall specify Project Manager by full name, and shall include name of Project.
- Notice shall be effective upon the earlier of: (a) actual receipt; or (b) 3 days after deposit in the U.S. mail or other service. Each party is responsible for notifying the other of any change of address.
20. Gifts and Favors. Contractor shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including G.S. §14-234, G.S. §133-1, and G.S. §133-32.

21. Nondiscrimination. Neither party shall discriminate on any prohibited basis.

21. Dispute Resolution. If Services are performed in connection with a construction contract subject to GS § 143-128(g), and a dispute arises with an amount in controversy that exceeds \$15,000.00 Contractor shall participate in the Town's dispute resolution process.

VIII. Data Fields and Example Data

Utility Billing Database – This screenshot is an example of the type of data that is available for each utility customer. Each customer has a unique Customer ID, and service address has a unique Location ID. This example shows monthly consumption for a domestic water meter. The location in this example had the meter replaced on March 3, 2011. Each meter number is unique in the billing database.



Customer/Location Consumption History Inquiry

Customer ID: 86866

Location ID: 72190 103

Cycle/route: 04 10 **Amount due:** 85.97

Initiation date : 9/25/92 **Pending:** 85.97-

Termination date: 0/00/00 **Customer/location status:** A

Customer status:

Service Code	Reading Type	Reading Date	Actual Consumption	Actual Demand	Days	Meter Number	Estimate Code	Comment Code
WA	REG	4/19/11	6046.00	.00	33	72621827		
WA	REG	3/17/11	2414.00	.00	14	72621827		
WA	OUT	3/03/11	2640.00	.00	16	76828760		
WA	SET	3/03/11	.00	.00		72621827		
WA	REG	2/15/11	4800.00	.00	28	76828760		
WA	REG	1/18/11	6830.00	.00	32	76828760		
WA	REG	12/17/10	5890.00	.00	30	76828760		
WA	REG	11/17/10	5910.00	.00	33	76828760		

History printing is in progress.

Click2Gov front-end– These following screenshots show the information displayed when customers login to the Click2Gov front-end.

The first screenshot shows monthly consumption data available by meter, the billing period, number of days the consumption was for, the daily usage and total usage for the month. The customer has the option of displaying this information graphically.

Click2GovCX
Page 1 of 2



Town of Cary, North Carolina

Utility Billing Online

- Home
- Account Information
- Payment History
- Payments
- Consumption Report**
- Click2Gov
- Service Summary
- Account and Contact Info
- FAQs
- Log Out

Account Number: 86866-72190
Customer: [Redacted]
Location Address: [Redacted]
Phone Number: (919) [Redacted]

View Graph By:

Service Description:
 WATER

Meter Number:
 72621827

***Avg. Daily Usage:** 205.01
***Avg. 30Day Usage:** 6,150.30

Last Read Date: 04/19/2011
Meter Reading Unit: TENS OF GALLONS
Reading: 8,460.00

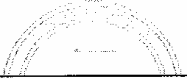
Billing Periods	Number of Days	Daily Usage	Total Usage
04/2011	33	183.21	6,046.00
03/2011	30	168.47	5,054.00
02/2011	28	171.43	4,800.00
01/2011	32	213.44	6,830.00
12/2010	30	196.33	5,890.00
11/2010	33	179.09	5,910.00
10/2010	28	387.14	10,840.00
09/2010	32	196.88	6,300.00
08/2010	31	161.29	5,000.00
07/2010	30	193.00	5,790.00
06/2010	33	229.39	7,570.00
05/2010	29	193.79	5,620.00
04/2010	31	224.52	6,960.00
03/2010	31	223.23	6,920.00
02/2010	29	261.03	7,570.00
01/2010	31	276.45	8,570.00
12/2009	31	262.90	8,150.00
11/2009	32	280.00	8,960.00
10/2009	31	273.23	8,470.00
09/2009	30	301.33	9,040.00

<https://click2gov.townofcary.org/Click2GovCXT/ConsumptionReport.jsp?sequence=000&s...> 6/3/2011

The second screenshot shows the dollar amount billed per period.

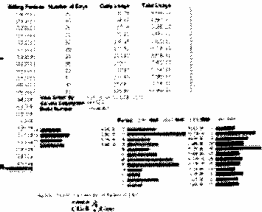
Click2GovCX

Page 1 of 2



Town of Cary, North Carolina

Utility Billing Online



Home

Account Information

Payment History

Usage

Consumption Report

Billing History

Service Summary

Account Information

Final Bill

Support

Account Number: 86866-72190

Customer: Last Name, First Name

Location Address: Main Street

Phone Number: (919)

Bill Date	Due Date	Balance Forward	Current Charges	Total Amount Due
05/25/2011	06/14/2011	\$0.00	\$85.97	\$85.97
04/11/2011	05/02/2011	\$0.00	\$74.94	\$74.94
03/14/2011	04/04/2011	\$0.00	\$72.21	\$72.21
01/28/2011	02/22/2011	\$84.24	\$94.69	\$94.69
01/05/2011	01/28/2011	\$0.00	\$84.24	\$84.24
12/02/2010	12/28/2010	\$0.00	\$84.46	\$84.46
11/02/2010	11/29/2010	\$0.00	\$144.13	\$144.13
10/01/2010	10/26/2010	\$0.00	\$88.79	\$88.79
08/27/2010	09/21/2010	\$0.00	\$74.34	\$74.34
07/29/2010	08/23/2010	\$0.00	\$78.44	\$78.44
06/28/2010	07/23/2010	\$0.00	\$96.89	\$96.89
05/27/2010	06/21/2010	\$0.00	\$76.66	\$76.66
04/28/2010	05/24/2010	\$0.00	\$90.57	\$90.57
03/29/2010	04/23/2010	\$0.00	\$90.15	\$90.15
02/25/2010	03/22/2010	\$0.00	\$96.89	\$96.89
01/28/2010	02/22/2010	\$0.00	\$108.18	\$108.18
12/28/2009	01/22/2010	\$0.00	\$103.15	\$103.15
11/29/2009	12/23/2009	\$0.00	\$112.85	\$112.85
10/28/2009	11/23/2009	\$0.00	\$106.98	\$106.98
09/28/2009	10/23/2009	\$0.00	\$113.81	\$113.81
08/28/2009	09/22/2009	\$0.00	\$71.48	\$71.48
07/29/2009	08/24/2009	\$0.00	\$74.96	\$74.96
06/29/2009	07/24/2009	\$0.00	\$74.20	\$74.20
05/28/2009	06/22/2009	\$0.00	\$71.44	\$71.44
04/28/2009	05/22/2009	\$0.00	\$69.72	\$69.72
03/27/2009	04/21/2009	\$0.00	\$62.86	\$62.86
02/26/2009	03/23/2009	\$0.00	\$64.95	\$64.95
01/28/2009	02/23/2009	\$0.00	\$96.62	\$96.62
12/29/2008	01/23/2009	\$0.00	\$66.97	\$66.97
11/26/2008	12/22/2008	\$0.00	\$61.50	\$61.50

<https://click2gov.townofcary.org/Click2GovCXT/BillingHistory.jsp>

6/3/2011

Sensus FlexNet System – This screenshot is from the Sensus Flexnet data. It contains the hourly reading history for the location that was used in the first screenshot of the utility billing database and the second screenshot of Click2Gov.

Town of Cary Error-Transaction-Lookup Monitor (Viewer) Sorted by Date & Time Total Results: 2009 05-27-2011 01:02:54pm Page: 1							
Date & Time	Service Type	Transaction	SmartPoint ID	Reading	Meter ID	Account ID	Address
05-27-2011 09:15:30am	Water	Electronic Reading	13464052	00150769	72621827	*****	*****
05-27-2011 08:15:30am	Water	Electronic Reading	13464052	00150739	72621827	*****	*****
05-27-2011 07:15:30am	Water	Electronic Reading	13464052	00150579	72621827	*****	*****
05-27-2011 06:15:30am	Water	Electronic Reading	13464052	00150079	72621827	*****	*****
05-27-2011 05:15:15am	Water	Electronic Reading	13464052	00150078	72621827	*****	*****
05-27-2011 04:15:15am	Water	Electronic Reading	13464052	00150078	72621827	*****	*****
05-27-2011 03:15:15am	Water	Electronic Reading	13464052	00150078	72621827	*****	*****
05-27-2011 02:15:15am	Water	Electronic Reading	13464052	00150078	72621827	*****	*****
05-27-2011 01:15:15am	Water	Electronic Reading	13464052	00150078	72621827	*****	*****
05-27-2011 12:15:15am	Water	Electronic Reading	13464052	00150078	72621827	*****	*****
05-26-2011 11:15:15pm	Water	Electronic Reading	13464052	00150078	72621827	*****	*****
05-26-2011 10:15:15pm	Water	Electronic Reading	13464052	00150078	72621827	*****	*****
05-26-2011 09:15:15pm	Water	Electronic Reading	13464052	00149991	72621827	*****	*****
05-26-2011 08:15:15pm	Water	Electronic Reading	13464052	00149991	72621827	*****	*****
05-26-2011 07:15:15pm	Water	Electronic Reading	13464052	00149941	72621827	*****	*****
05-26-2011 06:15:15pm	Water	Electronic Reading	13464052	00149938	72621827	*****	*****
05-26-2011 05:15:15pm	Water	Electronic Reading	13464052	00149936	72621827	*****	*****
05-26-2011 04:15:15pm	Water	Electronic Reading	13464052	00149306	72621827	*****	*****
05-26-2011 03:15:15pm	Water	Electronic Reading	13464052	00149306	72621827	*****	*****
05-26-2011 02:15:15pm	Water	Electronic Reading	13464052	00149306	72621827	*****	*****
05-26-2011 01:15:15pm	Water	Electronic Reading	13464052	00148878	72621827	*****	*****
05-26-2011 12:15:15pm	Water	Electronic Reading	13464052	00148878	72621827	*****	*****
05-26-2011 11:15:15am	Water	Electronic Reading	13464052	00148878	72621827	*****	*****
05-26-2011 10:15:15am	Water	Electronic Reading	13464052	00148878	72621827	*****	*****
05-26-2011 09:15:15am	Water	Electronic Reading	13464052	00148878	72621827	*****	*****
05-26-2011 08:15:15am	Water	Electronic Reading	13464052	00148878	72621827	*****	*****
05-26-2011 07:15:15am	Water	Electronic Reading	13464052	00148808	72621827	*****	*****
05-26-2011 06:15:15am	Water	Electronic Reading	13464052	00148228	72621827	*****	*****

Town of Cary
Error-Transaction-Lookup Monitor (Viewer)

Sorted by Date & Time

Total Results: 2009

05-27-2011 01:02:54pm

Page: 2

Route :

Date & Time	Service Type	Transaction	SmartPoint ID	Reading	Meter ID	Account ID	Address
05-26-2011 05:15:15am	Water	Electronic Reading	13464052	00148228	72621827	*****	*****
05-26-2011 04:15:15am	Water	Electronic Reading	13464052	00148228	72621827	*****	*****
05-26-2011 03:15:15am	Water	Electronic Reading	13464052	00148228	72621827	*****	*****
05-26-2011 02:15:15am	Water	Electronic Reading	13464052	00148228	72621827	*****	*****
05-26-2011 01:15:15am	Water	Electronic Reading	13464052	00148228	72621827	*****	*****
05-26-2011 12:15:15am	Water	Electronic Reading	13464052	00148228	72621827	*****	*****
05-25-2011 11:15:15pm	Water	Electronic Reading	13464052	00148088	72621827	*****	*****
05-25-2011 10:15:15pm	Water	Electronic Reading	13464052	00147998	72621827	*****	*****
05-25-2011 09:15:15pm	Water	Electronic Reading	13464052	00147998	72621827	*****	*****
05-25-2011 08:15:15pm	Water	Electronic Reading	13464052	00147998	72621827	*****	*****
05-25-2011 07:15:15pm	Water	Electronic Reading	13464052	00147998	72621827	*****	*****
05-25-2011 06:15:15pm	Water	Electronic Reading	13464052	00147998	72621827	*****	*****
05-25-2011 05:15:15pm	Water	Electronic Reading	13464052	00147990	72621827	*****	*****
05-25-2011 04:15:15pm	Water	Electronic Reading	13464052	00147960	72621827	*****	*****
05-25-2011 03:15:15pm	Water	Electronic Reading	13464052	00147750	72621827	*****	*****
05-25-2011 02:15:15pm	Water	Electronic Reading	13464052	00147750	72621827	*****	*****
05-25-2011 01:15:15pm	Water	Electronic Reading	13464052	00147416	72621827	*****	*****
05-25-2011 09:15:15am	Water	Electronic Reading	13464052	00147089	72621827	*****	*****
05-25-2011 08:15:15am	Water	Electronic Reading	13464052	00147089	72621827	*****	*****
05-25-2011 07:15:15am	Water	Electronic Reading	13464052	00146849	72621827	*****	*****
05-25-2011 06:15:15am	Water	Electronic Reading	13464052	00146639	72621827	*****	*****
05-25-2011 05:15:15am	Water	Electronic Reading	13464052	00146632	72621827	*****	*****
05-25-2011 04:15:15am	Water	Electronic Reading	13464052	00146632	72621827	*****	*****
05-25-2011 03:15:15am	Water	Electronic Reading	13464052	00146632	72621827	*****	*****
05-25-2011 02:15:15am	Water	Electronic Reading	13464052	00146632	72621827	*****	*****
05-25-2011 01:15:15am	Water	Electronic Reading	13464052	00146632	72621827	*****	*****
05-25-2011 12:15:15am	Water	Electronic Reading	13464052	00146632	72621827	*****	*****

Town of Cary
Error-Transaction-Lookup Monitor (Viewer)

Sorted by Date & Time

Total Results: 2009

05-27-2011 01:02:54pm

Page: 3

Route :

Date & Time	Service Type	Transaction	SmartPoint ID	Reading	Meter ID	Account ID	Address
05-24-2011 11:15:15pm	Water	Electronic Reading	13464052	00146632	72621827	*****	*****
05-24-2011 10:15:15pm	Water	Electronic Reading	13464052	00146582	72621827	*****	*****
05-24-2011 09:15:15pm	Water	Electronic Reading	13464052	00146446	72621827	*****	*****
05-24-2011 08:15:15pm	Water	Electronic Reading	13464052	00146446	72621827	*****	*****
05-24-2011 07:15:15pm	Water	Electronic Reading	13464052	00146426	72621827	*****	*****
05-24-2011 06:15:15pm	Water	Electronic Reading	13464052	00146426	72621827	*****	*****
05-24-2011 05:15:15pm	Water	Electronic Reading	13464052	00145758	72621827	*****	*****
05-24-2011 04:15:15pm	Water	Electronic Reading	13464052	00145728	72621827	*****	*****
05-24-2011 03:15:15pm	Water	Electronic Reading	13464052	00145728	72621827	*****	*****
05-24-2011 02:15:15pm	Water	Electronic Reading	13464052	00145728	72621827	*****	*****
05-24-2011 01:15:15pm	Water	Electronic Reading	13464052	00145728	72621827	*****	*****
05-24-2011 12:15:15pm	Water	Electronic Reading	13464052	00145578	72621827	*****	*****
05-24-2011 11:15:15am	Water	Electronic Reading	13464052	00145578	72621827	*****	*****
05-24-2011 10:15:15am	Water	Electronic Reading	13464052	00145578	72621827	*****	*****
05-24-2011 09:15:15am	Water	Electronic Reading	13464052	00145306	72621827	*****	*****
05-24-2011 08:15:15am	Water	Electronic Reading	13464052	00145056	72621827	*****	*****
05-24-2011 07:15:15am	Water	Electronic Reading	13464052	00144956	72621827	*****	*****
05-24-2011 06:15:15am	Water	Electronic Reading	13464052	00144668	72621827	*****	*****
05-24-2011 05:15:30am	Water	Electronic Reading	13464052	00144668	72621827	*****	*****
05-24-2011 04:15:30am	Water	Electronic Reading	13464052	00144668	72621827	*****	*****
05-24-2011 03:15:30am	Water	Electronic Reading	13464052	00144668	72621827	*****	*****
05-24-2011 02:15:30am	Water	Electronic Reading	13464052	00144668	72621827	*****	*****
05-24-2011 01:15:30am	Water	Electronic Reading	13464052	00144668	72621827	*****	*****
05-24-2011 12:15:30am	Water	Electronic Reading	13464052	00144668	72621827	*****	*****
05-23-2011 11:15:30pm	Water	Electronic Reading	13464052	00144668	72621827	*****	*****
05-23-2011 10:15:30pm	Water	Electronic Reading	13464052	00144648	72621827	*****	*****