

**CITY OF ROSEBURG**

**REQUEST FOR PROPOSALS FOR**

**UTILITY BILLING SOFTWARE**

**RFP NO: FD-08-01**

**SUBMITTAL DEADLINE: 2:00 P.M., MARCH 27, 2008**



**CITY OF ROSEBURG REQUEST FOR PROPOSALS  
FOR UTILITY BILLING SOFTWARE**

**RFP NO: FD-08-01**

The City of Roseburg is requesting sealed proposals from qualified persons to provide the City with **Utility Billing Software**. Interested parties will be provided sufficient information to prepare and submit proposals for the City's consideration. It is the City's intent to select the most advantageous proposal based on the evaluation criteria set forth in this request for proposals (RFP). A copy of all information relevant to this request for proposals may be obtained from the City Recorder's Office, 900 SE Douglas, Roseburg, OR 97470, or by calling 541/672-7701, ext. #222 or by downloading from the City's website at [www.cityofroseburg.org](http://www.cityofroseburg.org).

All proposals must be sealed, clearly marked "**Utility Billing Software Proposal, RFP No. FD-08-01 - Opening March 27, 2008**" and received in the City Recorder's Office at Roseburg City Hall by the above specified date and time. Any proposal received after that date and time, or not submitted in the proper manner, will be returned without further consideration.

It is the City's intent to select the most advantageous proposal based on criteria established by the City. The City reserves the right to reject any and all proposals, to waive any irregularity and to accept the proposal deemed to be in the best interest of the City. Preparation and submission of a proposal is at the proposer's sole risk and expense.

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**Sheila R. Cox, City Recorder**

Dated this 22nd day of February 2008.

Published in The News-Review.

## TABLE OF CONTENTS

|                                                       | <u>Page</u> |
|-------------------------------------------------------|-------------|
| INTRODUCTION                                          |             |
| Purpose.....                                          | 1           |
| General Background Information .....                  | 1           |
| SCHEDULE OF EVENTS                                    |             |
| Anticipated Time Line.....                            | 2           |
| GENERAL INFORMATION                                   |             |
| Submission and Withdrawals of Proposals.....          | 3           |
| City of Roseburg Contacts.....                        | 3-4         |
| Proposal Corrections .....                            | 4           |
| Technical Clarifications or Requests for Changes..... | 4           |
| Addenda to RFP.....                                   | 5           |
| Opening of Proposals.....                             | 5           |
| Award of Contract .....                               | 5           |
| PROPOSAL EVALUATION                                   |             |
| Competitive Range.....                                | 6           |
| Negotiations with Highest Ranked Proposer.....        | 6           |
| Selection Process and Notice of Award.....            | 6-7         |
| Protest of Competitive Range and/or Award.....        | 7-8         |
| Evaluation Criteria.....                              | 8           |
| Terms and Conditions.....                             | 8           |
| INSTRUCTIONS FOR PROPOSAL DEVELOPMENT                 |             |
| Overview .....                                        | 9           |
| Transmittal Letter.....                               | 9           |
| Minimum Requirements.....                             | 9-10        |
| Executive Summary .....                               | 10          |
| Company Background .....                              | 10          |
| Proposed Application Software.....                    | 10          |
| Client References.....                                | 10-11       |
| Pricing.....                                          | 11          |
| Other Requirements .....                              | 11-12       |
| Optional Services .....                               | 12          |
| PROPOSAL FORM, EXHIBIT A.....                         | 13-14       |
| CONTRACT FOR PROFESSIONAL SERVICES - UTILITY SOFTWARE |             |
| EXHIBIT B.....                                        | 15-22       |
| UTILITY BILLING SOFTWARE SPECIFICATIONS – EXHIBIT C   |             |
| Introduction.....                                     | 23          |
| General System Requirements.....                      | 23-24       |
| Project Purpose and Scope.....                        | 24-25       |

## **INTRODUCTION**

### **Purpose**

The purpose of this Request for Proposals is to obtain comprehensive proposals from qualified companies interested in contracting with the City of Roseburg to provide utility billing software. The City is requesting proposals from companies capable of providing a comprehensive range of services to enhance the City's utility billing operations.

### **General Background Information**

The City of Roseburg was incorporated in 1872 and is the county seat of Douglas County. With a total area of 9.4 square miles, the City has a population of 21,255 making it the largest city in Douglas County. The City is the regional center for commercial activity within Douglas County.

Roseburg is a full service city providing a range of municipal services both through General Fund operations and enterprise activities. General services include administration, community development, public works, parks and recreation, police, fire and municipal court. In addition, the City provides storm drainage and water utility services and operates the Roseburg Regional Airport and a nine hole municipal golf course.

The City owns and operates a water system and provides service to approximately 11,000 customers. Currently, 875 customers are utilizing the City's auto-pay bill option. The City currently uses an AS400 based utility billing system, with four two-month billing cycles (billing after the 15<sup>th</sup> and end of every month). Meter reading is accomplished with Sensus metering equipment (two handheld AR4001 computers).

Our mission statement: The City of Roseburg is dedicated to the well being of all citizens and the livability of our community. Additional information about the City is available on the web at [www.cityofroseburg.org](http://www.cityofroseburg.org)

## **SCHEDULE OF EVENTS**

The following schedule lists anticipated timelines to meet the City's objective to enter into a contract for utility billing software:

|                                                   |                                     |
|---------------------------------------------------|-------------------------------------|
| <b>Solicitation Starting Date (RFP available)</b> | <b>Wednesday, February 27, 2008</b> |
| <b>Solicitation Closing</b>                       | <b>2:00 p.m., on March 27, 2008</b> |
| <b>Initial Review Period</b>                      | <b>March 27 – April 17, 2008</b>    |
| <b>Notice of Competitive Range</b>                | <b>April 17, 2008</b>               |
| <b>Negotiation/Interview Period</b>               | <b>April 18 – April 25, 2008</b>    |
| <b>Notice of Intent to Award</b>                  | <b>May 2, 2008</b>                  |
| <b>Award and Execution of Contract</b>            | <b>within 60 days after Closing</b> |

The anticipated selection date expresses the present intent of the City of Roseburg to award a contract for utility software and is not a representation, agreement or promise that in fact any contract will be awarded on that date or at any other time.

## GENERAL INFORMATION

### Submissions and Withdrawals of Proposals

Interested Proposers should submit one original and four copies of the proposal. The original and all copies of the proposal and supplemental materials must be bundled together and submitted to the City of Roseburg. All proposals must be sealed, clearly marked **“Utility Billing Software Proposal – RFP # FD-08-01 - Opening 2:00 p.m., March 27, 2008,”** and received in the City Recorder’s Office at Roseburg City Hall by the above specified date and time. Any proposal received after that date and time, or not submitted in the proper manner, will be returned without further consideration.

The City’s proposed contract is included as Exhibit B, pages 15–22, and is part of the specifications of this RFP. Proposers should carefully review the contractual provisions and include any requested changes to the contract as part of their proposal, as specified in “Instructions for Proposal Development”.

Proposers may modify or withdraw their proposals at any time prior to the solicitation closing by providing a written request for modification or withdrawal to the City Recorder’s office. Requests for withdrawal of proposals will not be accepted after the solicitation closing. A proposer may also withdraw its proposal in person prior to the Solicitation Closing, upon presentation of appropriate identification and satisfactory evidence of authority to the City Recorder. The City Recorder shall obtain the signature of the person making the withdrawal.

### City of Roseburg Contacts

All questions concerning operational and legal issues related to this RFP process or the procurement policies and procedures of the City of Roseburg or specifications and requirements as stated in the RFP should be directed, in writing, to:

Sheila R. Cox, City Recorder  
City of Roseburg  
900 SE Douglas  
Roseburg, Oregon 97470

✉: [scox@cityofroseburg.org](mailto:scox@cityofroseburg.org)

☎: (541) 672-7701

📠: (541) 673-2856

Questions regarding utility operational requirements should be directed, in writing, to:

Cheryl K. Guyett, Finance Director  
City of Roseburg  
900 SE Douglas  
Roseburg, Oregon 97470

✉: [cguyett@cityofroseburg.org](mailto:cguyett@cityofroseburg.org).

☎: (541) 672-7701

📠: (541) 440-1180

Questions regarding hardware or software requirements should be directed, in writing, to:

Peter Felten, Information System Manager  
City of Roseburg  
900 SE Douglas  
Roseburg, Oregon 97470

✉: [pfelten@cityofroseburg.org](mailto:pfelten@cityofroseburg.org).

☎: (541) 440-1184

📞: (541) 580-7967

📠: (541) 440-1180

### **Proposal Corrections**

Proposals are to be based on and submitted in accordance with the instructions contained in this RFP. Without limiting the generality of the City's right to waive irregularities or to select the proposal deemed to be in its best interest, the City may reject any proposal having erasures or corrections on the proposal form or which omits one or more item(s) in the specifications. Should any proposer have deviations from these requirements or the Utility Software specifications defined herein, the proposer shall submit a letter and attach it to the proposal, explaining the deviations. Failure to do so may cause the proposal to be rejected.

### **Technical Clarification or Requests for Changes**

Requests for changes to these instructions, or to any of the exhibits to this RFP, must be submitted in writing to the City Recorder not later than ten calendar days prior to the date of the solicitation closing. The request must include a statement of the requested changes and the reason therefore. The request shall be marked as a "Request for Change in RFP" and specify the RFP Number set forth in the caption to this RFP. The City will respond to all written requests for changes, in writing, within five business days of receipt of such request.

**Addenda to RFP**

In the event that it is necessary to revise any part of the RFP, addenda will be provided to all proposers who received the initial RFP. Any addenda so issued are to be considered part of the specifications of the RFP. Any RFP addenda issued will be posted to the City's web site, [www.cityofroseburg.org](http://www.cityofroseburg.org). The City of Roseburg is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by written addenda issued by the City of Roseburg. RECEIPT OF AN ADDENDUM MUST BE ACKNOWLEDGED BY SIGNING AND RETURNING THE DOCUMENT WITH THE PROPOSAL.

In case of any doubt or differences of opinion as to the items to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

**Opening of Proposals**

Proposals received in response to this RFP will be opened on the date and at the time specified in the "Schedule of Events" by the City Recorder or designee, in the City's administrative offices located at 900 S.E. Douglas Street, Roseburg Oregon. The names and addresses of all proposers will be announced and recorded by the City Recorder. No other information will be made available at that time.

**Award of Contract**

The City of Roseburg intends to award a contract within 60 days after Solicitation Closing, as noted in the Schedule of Events. This will be accomplished by written notice to the company whose proposal best meets the City's requirements and specifications.

During the evaluation period, no changes in price of the proposal will be allowed. The City reserves the right to sign any document necessary to protect prices, delivery schedules, interest rates or any other critical factor contained in a proposal, provided that action is not binding on the City unless and until a contract is awarded to a proposer.

## **PROPOSAL EVALUATION**

### **Competitive Range**

A selection team will evaluate all proposals and interviews may be conducted for those proposals selected for further assessment. A list of qualifying competitors, whose proposals are found to be complete, will be compiled based upon a scoring of the evaluation criteria.

A list of the top responding proposers, the "Competitive Range", will be developed and one or more proposers may be asked to come in for an interview with the evaluation team. The City may also request work samples or demonstrations if the City determines that such further evaluation should be added as rated criteria to enable the City to properly evaluate the proposals.

A proposer who is not within the Competitive Range may protest the City's evaluation and determination of the Competitive Range in accordance with the provisions set forth within this RFP. After the protest period, or after the City has provided a final response to any protest, whichever date is later, the City will begin further selection activity with proposers in the Competitive Range.

### **Negotiation with Highest Ranked Proposer**

Once the City has tentatively selected a proposal, it may request a conference to formulate plans in greater detail, to clarify any unclear areas, and to otherwise complete negotiations prior to the formal award.

The matters subject to negotiation shall be limited to:

- ◆ Price (however, the City will not negotiate a contract price less favorable to the City than the minimum acceptable proposal terms as stated in this RFP and addenda issued prior to the solicitation closing date);
- ◆ The manner in which the services are to be performed;
- ◆ The personnel to be committed to the City's contract; and
- ◆ Contract terms and provisions that the City would like to change.

### **Selection Process and Notice of Award**

The City will select the proposer submitting the proposal deemed most beneficial to the City based on its evaluation of the proposals. The apparent successful proposer and all other companies that submit proposals will be notified of the City's selection.

In its evaluation of the proposer's ability to meet service requirements, the City will review the proposer's organization, experience, and capabilities, as well as personnel assigned to the project.

At any time during the selection process, the City may choose to modify its choice of a selected proposal if the City, in its sole discretion, determines that such a change is in the best interest of the City.

In the event that a contract cannot be negotiated with the highest ranked proposer, negotiations will be discontinued and the City will start contract negotiations with the next highest ranked proposer. Nothing in this RFP shall restrict or prohibit the City from canceling the solicitation at any time.

Final award will depend upon the execution of an acceptable contract and evidence of insurance, if required, and may be withdrawn by the City at any time prior to execution of the contract by the City.

### **Protest of Competitive Range**

An adversely affected or aggrieved proposer may submit to the City a written protest of the City's decision to exclude the proposer from the competitive range within five (5) calendar days after issuance of the notice of the competitive range. The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

A proposer is adversely affected only if the proposer submitted a responsive proposal and is eligible for inclusion in the competitive range i.e., the protesting proposer must claim eligibility for inclusion in the competitive range because:

- ◆ The proposal was incorrectly identified as non-responsive as per section titled: Instructions for Proposal Development, or
- ◆ The City committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been included in the Competitive Range.

The City shall not consider a protest submitted after the time period provided in this RFP. A proposer may not protest the City's decision to not increase the competitive range above the competitive range set forth in this RFP.

### **Protest of Award**

If the City makes the award following evaluation of the Competitive Range, only proposers who were within the Competitive Range shall be considered "affected" and entitled to protest the award. An affected proposer may submit a written protest of the City's award

decision within five (5) calendar days after issuance of the Notice of Intent to Award. The protest shall be in writing and must specify the grounds upon which the protest is based.

A proposer is adversely affected or aggrieved only if the proposer is eligible for award of the Contract as the responsible proposer submitting the best responsive proposal and is next in line for award, i.e., the protesting proposer must claim that all higher-scored proposers are ineligible for award (1) because their proposals were non-responsive; or (2) the City committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protestor was unfairly evaluated and would have, but for such substantial violation, been the responsible proposer offering the highest-ranked proposal.

The City Manager has the authority to settle or resolve a written protest submitted in accordance with the requirements of this RFP.

The City shall not consider a protest submitted after the time period provided in this RFP.

### **Evaluation Criteria**

- ◆ Completeness of proposal to include all required services;
- ◆ Software meets or exceeds minimum requirements;
- ◆ Cost of software;
- ◆ Warranty;
- ◆ Ability to meet required delivery date;
- ◆ Ability and experience to meet service requirements;
- ◆ Provision of Implementation plan; and
- ◆ References.

### **Terms and Conditions**

- ◆ The City reserves the right to reject any or all proposals received as a result of this RFP prior to execution of a contract upon finding that it is in the public interest to do so;
- ◆ Preparation and submission of a proposal is at the proposer's sole risk and expense;
- ◆ Any modification from the service requirements, as presented in the RFP, can result in the rejection of the proposal as not being responsive to this RFP;
- ◆ The proposer selected by the City to provide the requested services will be expected to enter into a written personal services contract in the form included in this RFP;
- ◆ The proposer selected by the City will be required to prepare an implementation plan. The selected proposer will provide such testing of systems and training of City personnel as may be deemed necessary by the proposer and the City. All training of City personnel shall be completed at least five days prior to implementation date.

# INSTRUCTIONS FOR PROPOSAL DEVELOPMENT

## Overview

This section of the RFP describes the required format and contents for proposals. Proposals should be prepared providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in this RFP. Each paragraph of the response should reference the paragraph number of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP prior to your answer to that question. Proposals that are not organized in this manner risk elimination from consideration if the evaluators cannot determine where the answer to a particular question is located within the response.

The proposal should be organized into the following major sections:

- ◆ Title Page
- ◆ Signed Letter of Transmittal
- ◆ Table of Contents
- ◆ Minimum Requirements
- ◆ Executive Summary (identified as "Section 1")
- ◆ Company Background (identified as "Section 2")
- ◆ Proposed Application Software (identified as "Section 3")
- ◆ Client References (identified as "Section 4")
- ◆ Pricing (identified as Section 5")
- ◆ Other Requirements (identified as "Section 6")
- ◆ Optional Services (identified as "Section 7")

### 1. *Transmittal Letter*

This letter should designate the individual authorized to represent the company regarding this proposal and should summarize the proposer's understanding of the scope of work presented in this RFP. The letter should describe those aspects of the services that distinguish your proposal from other proposers.

### 2. *Minimum Requirements*

To be considered for selection, proposals must have at least the following qualifications. Please indicate for each item listed below whether you meet the requirement. If not, please explain. Proposals that do not meet the minimum requirements will not go on to the next step.

- ◆ Proposer must be licensed pursuant to state law and registered to do business in the City of Roseburg;
- ◆ Proposer must be able to provide local warranty service;

- ◆ Provide annual audited financial statements;
  - ◆ Be capable of providing all the services identified within this RFP and to meet all requirements set forth in the City's Personal Services Contract and Standard Contract Conditions included as part of this RFP;
  - ◆ Have the ability to assign sufficiently experienced and qualified personnel to perform the services in an efficient and professional manner.
- 3. Executive Summary** (to be identified in proposal packet as "Section 1"):  
Provide a brief narrative highlighting the proposer's response to the RFP. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.
- 4. Company Background** (to be identified in proposal packet as "Section 2"):  
Proposers must provide the following information about their company so that the City can evaluate the proposer's stability and ability to support the commitments set forth in the response to this RFP. The City, at its option, may require a proposer to provide additional support and/or clarify requested information. Proposer should outline the company's background, including:
- ◆ Business name, address, telephone number and federal taxpayer identification number;
  - ◆ Legal form of entity (sole proprietor, corporation, LLC, etc.) and, if applicable, state of incorporation or organization and main office address;
  - ◆ Name(s) and title(s) of the person(s) authorized to submit the proposal and execute a sales contract;
  - ◆ How long the company has been in business;
  - ◆ Brief description of the company size and organization;
  - ◆ Number of public sector installs and size of each (number of users, annual revenue, population);
  - ◆ Most recent audited financial statement for the software vendor (e.g., annual sales, profitability, etc).
- 5. Proposed Application Software** (to be identified in proposal packet as "Section 3"):  
Proposers must present, in detail, features and capabilities of the proposed software covering all applications identified in the Project Purpose and Scope (Exhibit C).
- 6. Client References** (to be identified in proposal packet as "Section 4"):  
Proposers must submit a complete client list. Additionally, proposers should provide at least four client references which are similar in size and complexity to the City of Roseburg and have utilized the proposed system in a comparable computing environment. Proposers should also submit references for fully completed installations to the extent possible.  
Client Reference information should include at the minimum:

- ◆ Name of Government Entity
- ◆ Address
- ◆ Telephone
- ◆ Contact Name/Title
- ◆ Population of Government Entity
- ◆ Date of Installation
- ◆ Length of Implementation
- ◆ Software Program/Version
- ◆ Product (Modules)
- ◆ Project Cost
- ◆ Project Manager
- ◆ Summary of Project

**7. Pricing** (to be identified in proposal packet as "Section 5"):

Standard pricing should be included for the items listed below on the Exhibit "A" Proposal Form. Also indicate any discount pricing structure available.

- ◆ License Fees for Application Software
- ◆ Training and Support Costs
- ◆ Other Costs (please itemize)

**8. Other Requirements** (to be identified in proposal packet as "Section 6"):

Proposer must:

- ◆ Provide a proposed sales contract containing a statement that the proposer will comply with all applicable provisions of the City's Standard Contract Provisions (Exhibit "B"). Note: RFP Exhibit "B" to be attached and incorporated therein upon City's acceptance of proposal.
- ◆ Have the ability to deliver the Utility Software within 60 days from notice of award, net cost F.O.B. City of Roseburg, 900 SE Douglas, Roseburg, Oregon.
- ◆ Guarantee the software against failure due to defective material or workmanship for a minimum period of one year from the date of delivery. The software must be replaced or repaired without cost to the City for all defects discovered during the warranty period. A copy of the warranty must be submitted with the proposal.
- ◆ Allow the City a minimum of 60 days to use/operate the Utility Software before final acceptance and a full refund of the purchase price if said Utility Software is found to be defective.
- ◆ Provide the following support services, without additional charge, for a period of 90 days from the end of the test period. Thereafter these services shall be

provided on a year-to-year basis provided the City exercises the option and pays Proposer's annual fee.

1. Toll-free telephone support line; twenty-four hours a day, seven days per week;
2. Electronic support;
3. Product enhancements, updates and new releases of the covered licensed program(s); and
4. Response time to calls within approximately two hours of call;

- ◆ Provide only new software.
- ◆ Provide an acceptable form of surety to protect the City from any non-performance of the proposer or its subcontractor(s) under the terms and conditions set forth in the contract. During contract negotiations, the City, at its sole discretion, shall determine the exact form of the required surety. It could be in the form of agreeable contractual payment terms (retainage), a letter of credit or a performance bond.
- ◆ Provide any additional information that Proposer believes would distinguish its company in its service to the City.

**8. Optional Services** (to be identified in proposal packet as "Section 7"):

This section includes additional services, available from the Proposer, which are related to and effect the proposal. A separate section for pricing and description is included on the Exhibit "A" Proposal Form.

- ◆ Conversion: convert current AS400 customer billing system's customer data to the new system.
- ◆ Other: include other available features not outlined in Exhibit "C" under Section 2, "Project Purpose and Scope".

**EXHIBIT "A"**  
**RFP NO. FD-08-01**

**PROPOSAL FORM**

**Legal Business Name:** \_\_\_\_\_

**Form and State of Organization:** \_\_\_\_\_

**Registered dba, if any:** \_\_\_\_\_

**Main Office Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **FAX Number:** \_\_\_\_\_

**Federal Tax Identification Number:** \_\_\_\_\_

**By signing this proposal, the undersigned makes the following representations and warranties:**

- 1.** The undersigned is the duly authorized representative of the proposer for all purposes relative to the submission of this proposal.
- 2.** That this proposal constitutes the proposer's offer to enter into a contract with the City of Roseburg and, which if accepted by the City, will be binding and enforceable against the proposer. Further, if proposer's offer is accepted by the City, RFP Exhibit "B", City's Standard Contract Provisions, shall be attached to and become a part of the sales contract between the City and the proposer. A copy of the proposer's sales contract and the proposed Utility Software warranty are attached hereto.
- 3.** That the undersigned has read and understands the terms and conditions contained in the RFP, has had the opportunity to protest any term or condition that it finds unacceptable and to seek clarification of any term or condition that it does not understand, and accepts and agrees to be bound by the terms and conditions of the RFP.
- 4.** That the undersigned will meet all requirements contained in this RFP if selected to provide the Utility Software requested by this RFP.
- 5.** That if proposer refuses to deliver the utility software after notice of award, the City will be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.

**EXHIBIT "A"**

**FEES:**

The Proposer hereby offers the City the Utility Software described in this RFP with an estimated date of delivery on or before \_\_\_\_\_ as priced below:

NAME OF LICENSED PROGRAM \_\_\_\_\_

|                                         |          |
|-----------------------------------------|----------|
| BASE PACKAGE FEE                        | \$ _____ |
| # OF TRAINING HOURS                     | # _____  |
| LICENSES, TRAINING,<br>AND SUPPORT FEES | \$ _____ |
| APPLICABLE ANNUAL FEES                  | \$ _____ |
| TOTAL FEES                              | \$ _____ |

Description of Annual Fees or other charges: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PAYMENT SCHEDULE:**

|                             |          |
|-----------------------------|----------|
| TOTAL CONTRACT              | \$ _____ |
| DUE UPON CONTRACT EXECUTION | \$ _____ |
| DUE AS INCURRED             | \$ _____ |
| AMOUNT DUE AFTER DELIVERY   | \$ _____ |
| # DAYS AFTER DELIVERY       | # _____  |

**OPTIONAL SERVICES:**

|                              |          |
|------------------------------|----------|
| CONVERSION                   | \$ _____ |
| OTHER FEATURES               | \$ _____ |
| TOTAL OPTIONAL SERVICE COSTS | \$ _____ |

Describe the conversion process your company would undertake to help the City transition from the AS400 billing system to your system. Include other features which may impact the proposal: \_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_

**EXHIBIT "B"**  
**RFP NO. FD-08-01**

**CONTRACT FOR PROFESSIONAL SERVICES-UTILITY SOFTWARE**

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by and between the CITY OF ROSEBURG, an Oregon municipal corporation, hereinafter called "CITY", and **(Contractor's Business Name)**, an independent contractor, hereinafter called "CONTRACTOR".

**SECTION 1. CONTRACTOR AGREES:**

**1.1 Term.** Beginning upon execution of this agreement and continuing thereafter until terminated by either party, CONTRACTOR shall perform the services required by this contract.

**1.2 Activities.** CONTRACTOR shall provide a Utility Billing Software System meeting the requirements of City of Roseburg RFP No. FD-08-01.

**1.3 Fees.** CONTRACTOR shall charge the following fees for the system and services:

|                                         |          |
|-----------------------------------------|----------|
| BASE PACKAGE FEE                        | \$ _____ |
| # OF TRAINING HOURS                     | # _____  |
| LICENSES, TRAINING,<br>AND SUPPORT FEES | \$ _____ |
| APPLICABLE ANNUAL FEES                  | \$ _____ |
| TOTAL FEES                              | \$ _____ |

Description of Annual Fees or other charges: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OPTIONAL SERVICES:**

|                              |          |
|------------------------------|----------|
| CONVERSION                   | \$ _____ |
| OTHER FEATURES               | \$ _____ |
| TOTAL OPTIONAL SERVICE COSTS | \$ _____ |

**1.4 Expenditures.** Extraordinary unbudgeted expenditures, from Contracted funds, outside the scope of the work program may be made by CONTRACTOR only with the prior written approval of CITY's CITY Manager. CONTRACTOR shall promptly pay all expenses it incurs as a result of this Contract and shall comply with all provisions of state law applicable to this Contract.

**1.5 Insurance Requirements.** At all times during the term of this Contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not

contributing with or in excess of any coverage the CITY may carry. A copy of each policy or a certificate, and copies of additional insured endorsements, satisfactory to the CITY shall be delivered to the CITY prior to commencement of any work or services provided under this Contract. The certificates shall specify and document all insurance-related provisions within this Contract. A renewal certificate will be sent to the CITY 10 days prior to coverage expiration. Unless specified, each policy shall be written on an "occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the CITY and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The CITY reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the CITY. The 30-day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this Contract, CITY shall have the right to require CONTRACTOR to increase the CONTRACTOR's coverage by an amount equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the CITY, but termination shall not relieve CONTRACTOR of its obligation to provide and maintain such coverage, and CITY shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract.

**1.5.1 Commercial General Liability.** Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with an aggregate of \$2 million, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the CITY as an additional insured, on a form satisfactory to CITY, and expressly provide that the interest of the CITY shall not be affected by CONTRACTOR's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this Contract, failure to do so shall be cause for immediate termination of this Contract by CITY. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

**1.5.2 Automobile Liability Insurance.** At all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain "Symbol 1" automobile liability coverage including coverage for all owned, hired and non-owned vehicles, equivalent to a combined single limit per occurrence on not less than \$1,000,000 for bodily injury or property damage.

**1.5.3 Professional Liability Insurance.** At all times during the term of this Contract, CONTRACTOR shall maintain and keep in full force, an insurance policy for professional liability in the amount of \$1,000,000. In no instance shall CITY be

responsible for any retention amount or deductible that CONTRACTOR may owe as a result of this coverage. Nor shall such retention or deductible exceed \$25,000. CONTRACTOR shall continue professional liability coverage for the duration of the project and three years thereafter; and further, submit certificate of Insurance renewals of such coverage to the CITY.

**1.6 Books and Records.** CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this Contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this Contract.

**1.7 Availability.** CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice.

**1.8 Assignment.** The responsibility for performing CONTRACTOR's services under the terms of this Contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without the prior written consent of CITY.

**1.9 Compliance with Law and Standard Contract Provisions.** CONTRACTOR shall comply with all federal, state and local laws, including Roseburg Municipal Code Regulations relating to business registration, and with all Standard CITY Contract Provisions as outlined in the attached Exhibit "A".

**1.10 Health Hazard Notification.** Contractors who are hired to perform work for the CITY involving the need to control hazardous energy or enter confined spaces will be informed of our programs and the associated hazards that CITY staff is aware of. The notification is not designed to take over the Contractor's safety responsibilities to his or her employees but to provide appropriate notification under the Oregon OSHA rules.

## **SECTION 2. CITY AGREES:**

**2.1 Fee.** In consideration for the above-described services, CITY agrees to pay CONTRACTOR as outlined in final negotiated Contract/proposal as agreed by both parties. ***(Fees to be outlined in final contract)***

**2.2. Terms of Payment.** CITY agrees to pay CONTRACTOR according to terms agreed by both parties based on the final negotiated Contract. ***(Terms to be outlined in final contract)***

### **SECTION 3. BOTH PARTIES AGREE:**

**3.1 Budget and Work Plan Approval.** All approved invoices and work programs shall be in writing.

**3.2 Independent Contractor.** CONTRACTOR is an independent Contractor. CONTRACTOR shall control the manner in which it performs the services herein, however, the nature of the services and the results to be achieved shall be specified by CITY. CONTRACTOR is not to be deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved by CITY's CITY Manager.

**3.3 Indemnification.** Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this Contract. The extent of the CITY's obligation under this subsection is limited to the CITY's obligation under the Oregon Constitution and ORS 30.260 through 30.300.

**3.4 Arbitration.** Any controversy regarding the language or performance of this Contract shall be submitted to arbitration. Either party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent the party and the two representatives shall immediately select an impartial third person to complete a three-member arbitration panel. If either party fails to select its representative, the other party may petition the Chief Judge of the Circuit Court of Douglas County for designation of the representative. The arbitration shall be conducted in accordance with ORS 36.270 through 36.425 or the provisions of any such future law. The arbitrator(s) shall assess all or part of the costs of arbitration, including attorney fees, to either or both parties.

**3.5 Attorney Fees.** If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this Contract, performance of this Contract or failure to perform this Contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

**3.6 Ownership and Use of Documents.** In whatever form they may be produced or stored, any documents prepared in performance of this Contract and any supporting and investigative information that is gathered in the performance of this Contract, upon completion of the work, or upon termination of this Contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless

CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

**3.7 Termination.** Notwithstanding any other provision of this Contract to the contrary, CITY may terminate this Contract at any time by giving written notice to CONTRACTOR at least ten days in advance of such termination. Written notice shall be effective upon the date the written notice is actually given to CONTRACTOR. In the event of such termination, compensation shall be based on the services actually performed by CONTRACTOR to the date of termination. If compensation is a total sum, the amount shall be prorated based on the tasks actually performed as of the date of termination.

**3.8 Notices.** Any notice required to be given under this Contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

CITY OF ROSEBURG  
CITY Manager  
900 SE Douglas  
Roseburg, OR 97470

***Enter Contractor's Name and  
Mailing Address***

**3.9 Applicable Laws.** The laws of the State of Oregon shall be used in construing this Contract and enforcing the rights and remedies of the parties.

**3.10 Merger.** There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this Contract. Any amendments to this Contract shall be in writing and executed by both parties.

**CITY OF ROSEBURG**

***(Insert Contractor's Name)***

\_\_\_\_\_  
**P. Eric Swanson, CITY Manager  
Contract)**

\_\_\_\_\_  
***(Name of Person Signing***

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

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

**ATTEST:**

\_\_\_\_\_  
**Tax Identification Number**

\_\_\_\_\_  
**Sheila R. Cox, CITY Recorder**

**EXHIBIT "B"**  
**RFP NO. FD-08-01**

**STANDARD CITY CONTRACT PROVISIONS FOR**  
**Professional/Personal Services**

The following provisions, if applicable, are hereby included in and made a part of the attached procurement Contract between the CITY of Roseburg (CITY) and the Contractor named therein as provided for in the Roseburg Code, the Oregon Revised Statutes and Federal laws, rules, regulations, and guidelines:

**1. DISCRIMINATION IN SUBCONTRACTING PROHIBITED; REMEDIES - ORS 279A.110:**

**1.1** The Contractor may not discriminate against a SubContractor in the awarding of a subContract because the SubContractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

**1.2** By entering into the Contract, the Contractor certifies it has not discriminated and will not discriminate, in violation of Subsection 1.1 against any minority, women or emerging small business enterprise in obtaining any required subContract.

**1.3** If the Contractor violates the nondiscrimination certification made under Subsection 1.2, the CITY may regard the violation as a breach of Contract that permits the CITY to terminate the Contract or exercise any remedies for breach permitted under the Contract.

**2. NONRESIDENT CONTRACTOR REPORT TO DEPARTMENT OF REVENUE - ORS 279A.120:**

**2.1** As used in this Section, "nonresident Contractor" means a Contractor that:

- (a)** Has not paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the bid or proposal for the Contract;
- (b)** Does not have a business address in this state; and
- (c)** Stated in the bid or proposal for the Contract that it was not a "resident bidder" under ORS 279A.120.

**2.2** If the Contractor is a nonresident Contractor and the public Contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total Contract price, terms of payment, length of Contract and such other information as the Department may require before the Contractor may receive final payment on the Contract. The CITY shall satisfy itself that the requirement of this Section has been complied with before it issues a final payment on the public Contract.

**3. PREFERENCE FOR RECYCLED MATERIALS - ORS 279A.125:**

**3.1** Notwithstanding provisions of law requiring the CITY to award a Contract to the lowest responsible bidder or best proposer or provider of a quotation and subject to Section 3.2, when procuring goods for any public use, the CITY shall give preference to the procurement of goods manufactured from recycled materials.

**3.2** The CITY shall give preference to goods that are considered to be made from recycled materials if:

- (a)** The recycled product is available;
- (b)** The recycled product meets applicable standards;
- (c)** The recycled product can be substituted for a comparable nonrecycled product; and

- (d) The recycled product's cost does not exceed the cost of a comparable nonrecycled product by more than five percent, or a higher percentage if a written determination is made by the CITY.

4. **PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES - ORS 279B.220(1):** The Contractor shall:

4.1 Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the performance of the work provided for in the Contract.

4.2 Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or SubContractor incurred in the performance of the Contract.

4.3 Not permit any lien or claim to be filed or prosecuted against the CITY or any subdivision, agency or employee thereof on account of any labor or material furnished.

4.4 Pay to the Department of Revenue, all sums withheld from employees pursuant to ORS 316.167.

5. **SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL - ORS 279B.225:** If the Contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

6. **PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES - ORS 279B.230:**

6.1 Contractor shall promptly as due, make payment to any person, co-partnership association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for such services.

6.2 The Contractor, its subContractors, if any, and all employers providing work, labor or materials under the Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage that complies with ORS 656.126 for their workers. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

7. **HOURS OF LABOR - ORS 279B.235:** This Section does not apply to public Contracts for goods or personal property.

7.1 No person shall be employed for more than ten hours in any one day or forty hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except for Contracts for personal services, the employee shall be paid at least time and a half pay for:

(a) All overtime in excess of eight hours a day or forty hours in any one week, when the work week consists of five consecutive days, Monday through Friday; or

(b) All overtime in excess of ten hours a day or forty hours in any one week, when the work week is four consecutive days, Monday through Friday; and

(c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020, or all holidays specified in a collective bargaining agreement.

**7.2** For personal services Contracts, employees shall be paid at least time and a half pay for all overtime worked in excess of 40 hours in any one week, except for individuals under personal service Contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

**7.3** The Contractor must give notice to employees who perform work on this Contract, in writing, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, the number of hours per day and days per week that the employees may be required to work.

- 8. EXCLUSION OF RECYCLED OILS PROHIBITED - ORS 279B.240.** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.
- 9. COMPLIANCE WITH LAWS:** Contractor shall comply with all federal, state and local laws, rules, ordinances and regulations at all times and in performance of this contract.

**EXHIBIT "C"**  
**RFP NO. FD-08-01**

**UTILITY BILLING SOFTWARE SPECIFICATIONS**

**Section 1            Introduction**

For compatibility with the City's Information Technology direction, the proposed system will be either web browser based, such as a web-based application or client/server based, i.e. a standard PC software application that accesses data on a local server. If web browser based, the application will be platform/operating system independent. If client/server based, the application must run on a Microsoft Windows 2008 x64 Server or better operating system. Either technology must utilize Microsoft SQL 2005 or 2008 database technologies.

Proposers are requested to provide base package software license costs, annual maintenance fees, and if applicable, annual licensing renewal fees. Each Proposer is to include, separately, training or implementation costs. Each Proposer is requested to respond to the Project Purpose and Scope section. Based on the scoring of the detailed functional requirements, software costs and preliminary reference checks, Proposers will be qualified for the acquisition process involving onsite demonstrations.

**Section 2            General System Requirements**

The following attributes are both basic and requisite:

- ◆ Flexibility: The system must be designed with the concept that the City of Roseburg seeks to remain at the leading edge of technology. The Proposer must be capable of modifying the system so that applications can be customized and the system can easily accommodate changes, additions, and deletions of both content and structure. It should provide a method for ad hoc reports and queries. Once implemented, the system should be easily expanded to include new capabilities, such as integrating new modules.
- ◆ Drill Down Capabilities
- ◆ Audit Trail: To determine who has used the system, changes made, and a daily transaction journal for recovery purposes.
- ◆ Administrative Tools: The system should support 24x7 operations to enable system backup when applications are in use and should include data recovery tools. It should also provide restart capabilities as well as activity logging and transaction backout.
- ◆ Import/Export of Information: The system must permit import and export of information to and from other systems and integrate with other desktop and server applications such as Microsoft Excel and Access, query and reporting tools, and electronic mail.
- ◆ System Security: The system must provide controls to prevent unauthorized use of database, to maintain process controls, and to log all database

transactions. The system should also have the ability to provide different levels of access to users.

- ◆ Process Controls: The system should provide edit controls to prevent incomplete or incorrect data from being processed and program controls to prevent data from being processed in the wrong sequence.
- ◆ Documentation: Online operations and technical manuals must be included with the system package.

### **Section 3                      Project Purpose and Scope**

The Proposer will provide software and training, with an option to provide conversion services, to accomplish the following, subject to the timing and availability of funding:

1. Provide software, server license, and 7-8 client licenses which will include the following system requirements:
  - ◆ Microsoft Windows 2008 X64 server compatibility;
  - ◆ Microsoft SQL Server 2005 or 2008 database format;
  - ◆ Windows XP and Windows Vista compatibility for workstation/laptop users;
  - ◆ Ability to integrate with current meter reading equipment;
  - ◆ Ability to integrate with Microsoft Internet Information Services for online services (view and/or pay bills, address changes, on-line requests for service or disconnection of service, etc);
  - ◆ Citrix 4.5 and Microsoft Terminal Services 2008 compatibility.
2. Required utility billing features:
  - ◆ Interface with financial accounting application (General Ledger) currently using HTE Naviline;
  - ◆ Integrated uploading and downloading of meters with Sensus metering equipment, with resulting consumption reports, in a route-sequence order;
  - ◆ Billing calculations based on metered use and established rates;
  - ◆ Billing statement showing calculations, adjustments, last and current reads, consumption this year, with an annual comparison of consumption;
  - ◆ Service orders, i.e. new service and disconnect applications;
  - ◆ Processes for meter change-outs, adjustments, account balance transfers, transferring unpaid closed accounts to collection;
  - ◆ Process for producing final bills for closing accounts;
  - ◆ Process for second notices and delinquent lists, with a second notice statement, and automatically adding delinquent fees and reconnect fees;
  - ◆ Comprehensive reports, including GL distribution ledger, aged trial balance and end of year reports;
  - ◆ Document imaging, i.e. payment journals, meter reads, consumption and billing journals, General Ledger distribution reports, and aged trial balance;
  - ◆ Payment options, including internet/electronic payments, equal payment plan based on prior year consumption history, and auto-pay, with e-mail notification;

- ◆ Option for bar code scanning of payments or automated account payment posting;
  - ◆ Online billing statements;
  - ◆ Consolidate billings for multiple properties with same owner, revert utility account to landlord, bill to a third party, and print duplicate bills
3. Convert City utility data to the new system, including a number of years of historical data, to be agreed upon by both parties.
  4. Provide sufficient training to staff to ensure competent and efficient use of the utility software modules purchased. Training is to be done using the City's database once converted.
  5. Provide service agreement for on-demand technical support for City staff. Technical support will include unlimited inquiries by phone and e-mail with call back response time of two (2) hours or less. Updates and enhancements to be included in annual support fees.