ADVERTISEMENT REQUEST FOR PROPOSALS

FOR

Software for the Billing and Collection of Electric / Water / Sanitary Sewer FOR THE CITY OF GRAND ISLAND, NEBRASKA

Sealed proposals will be received by the City Clerk's Office, 100 E. First Street, Grand Island, Nebraska 68801 or P.O. Box 1968, Grand Island, Nebraska 68802-1968 until **4:00 p.m.** (local time) on Thursday, October 25, 2012, for an integrated software solution for the billing and collection of electric, water and sanitary sewer. Proposals received after the specified time will be returned unopened to the sender. Proposals must be based on the City's Request for Proposal. Contact Patrick Kaup, Utility Services Manager, at (308) 385-5444, ext. 164, for further information.

The chosen Supplier will be required to comply with the City's insurance requirements, and fair labor standards.

Proposals shall include: Recommended hardware and system software necessary to support the proposed integrated software solution including estimated costs for hardware and systems software. Proposals shall include software maintenance and support costs for years 1-10. Proposals shall also include professional qualifications necessary for satisfactory performance, specialized experience and technical competence in the type of work required, past performance on contracts with government agencies and private industry that are of similar size or larger than the City's customer base and number of years the recommended programs have been in effect. Proposals shall remain firm for a period of ninety (90) days after proposal due date. The City of Grand Island reserves the right to reject any or all proposals and to waive technicalities therein and accept whichever proposal that may be in the best interest of the City of Grand Island, at its sole discretion.

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

RaNae Edwards, City Clerk

Request for Proposal

GENERAL SPECIFICATIONS Software for the Billing and Collection of Electric / Water / Sanitary Sewer

1. INTRODUCTION

The intent of this REQUEST FOR PROPOSAL is to solicit a written proposal from a qualified person, firm, or corporation; hereafter referred to as "Supplier," to provide the City of Grand Island, Nebraska, an integrated utility billing and collection system to replace the current inhouse written programs that currently run on an IBM AS400 platform with a 3rd party utility software package that interfaces in a Windows environment. The solution should include software, data conversion, implementation services, ongoing training and technical support. The proposed solution should include all of the modules listed below.

- Customer Information System (CIS)
- Transfer of Service
- Utility Billing (Electric, Water, Sanitary Sewer, Backflow, Annual Fire Protection, Merchandise)
- Payment Processing / Accounts Receivable
- Collections
- Deposits
- Write Offs
- Electronic Bill Presentment
- Financial Reporting Interface
- Document Management System
- Budget Billing

The City's mission is to provide the most economical and reliable service available to its customers. The City expects the proposed solution will eliminate the in-house programs, enhance our current program capabilities, retain our current program capabilities and do so with minimal custom programming.

2. SUBMITTAL DATE, LOCATION, AND OPENING

Proposals must be at the City of Grand Island City Clerk's office no later than 4:00 p.m. (local time), on Thursday, October 25, 2012. No exceptions to this deadline will be given. Please provide four (4) copies of your proposal in an envelope clearly marked on the exterior as containing "Proposal for Software for the Billing and Collection of Electric / Water / Sanitary Sewer to the:

City of Grand Island RaNae Edwards, City Clerk 100 East 1st Street PO Box 1968 Grand Island NE 68801

3. INQUIRIES AND CORRECTIONS

All inquiries relating to this request shall be addressed to:

Patrick Kaup – Utility Services Manager City of Grand Island, Nebraska 100 East 1st Street PO Box 1968 Grand Island, NE 68801 (308)385-5444, ext. 164

If a proposing Supplier, prior to submitting a proposal, finds discrepancies in, or omissions from the Request for Proposal (RFP), or should require additional clarification of any part thereof, a written request for interpretation may be submitted. Any interpretation of, or change made to the RFP will be made by written addendum to each proposing Supplier, and shall become part of the request for any contract awarded. All inquiries shall be made in writing and all responses will be provided in writing, with copies being sent to all proposing Suppliers. To be given consideration, inquires must be received at least five (5) calendar days prior to the date established for the opening of the proposal. It shall be the responsibility of each proposals.

4. LATE AND TELEPHONIC PROPOSALS

Late proposals will not be accepted under any circumstances, and any proposal so received shall be returned to the proposing Supplier unopened. In addition, telegraphic and/or proposals sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing Suppliers will be expected to allow adequate time for the delivery of proposals. Sole responsibility rests with the proposing Supplier to see that their proposal is received on time.

5. CONDITIONS OF PROPOSAL SUBMITTAL

Proposing Suppliers shall comply with at least all conditions, requirements, and specifications contained herein, with any insufficiency constituting sufficient cause for rejection of the proposal. A duly authorized official of the proposing Supplier submitting the proposal must sign the proposal.

The City reserves the right to reject any and all proposals or any part thereof. The right is reserved to waive any formalities or informalities contained in any proposal, and to award the proposal to the most responsive and responsible proposing Supplier as deemed in the best interest of the City of Grand Island.

The City will not return proposal or other information supplied to them by any proposing Suppliers.

6. INSURANCE

The Supplier shall purchase and maintain at their expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect the Supplier

and the interest of the City and others from claims which may arise out of, or result from the Supplier's operations under the Contract Documents, whether such operations be by the Supplier or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Supplier to maintain proper insurance coverage shall not relieve them of any contractual responsibility or obligation.

A. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Supplier against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation Employers Liability Statutory Limits \$100,000 each accident \$100,000 each employee \$500,000 policy limit

B. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Supplier, Supplier's employees, or sub-suppliers from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage

\$ 500,000 Combined Single Limit

C. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage

\$ 500,000 each occurrence \$1,000,000 aggregate

D. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Supplier against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage

\$1,000,000 each occurrence \$1,000,000 general aggregate

E. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Supplier or sub-supplier more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Supplier or sub-supplier.

Insurance as herein required shall be maintained in force until the City releases the Supplier of all obligations under the Contract.

The Supplier shall provide and carry any additional insurance as may be required by special provisions of these specifications.

F. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the supplier may elect to provide a new certificate of insurance every 30 days during the contract. Supplier shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

7. GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

8. FAIR EMPLOYMENT PRACTICES

Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex, or political affiliation.

9. LB403

Every public contractor and his, her, or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

10. SECTION 504/ADA NOTICE TO THE PUBLIC

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disability, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

11. EVALUATION OF PROPOSALS

Proposals will be evaluated on the best probability of the Supplier's meeting the City's objectives outlined in this request. The evaluation will be based on the system benefits and the Supplier's qualifications. The Supplier's response may be used to select a short list of candidates for presentations.

- A. Responsiveness to the needs of the City, both in cost and service.
- B. The degree to which the proposal meets or exceeds the terms of this Request for Proposal
- C. Ability of the solution to enhance current capabilities while retaining current capabilities.
- D. Responsibility of the proposing Supplier and its experience in dealing with municipal governments, including the City, on bids of similar scope and nature.
- E. Schedule

The City reserves the right to request clarifications of technical proposals or to conduct discussions or presentations for the purpose of clarification with any or all of the Suppliers. The purpose of such discussions will be to ensure full understanding of the proposal. If clarifications are made as a result of the discussion, the Supplier shall put such clarifications in writing.

12. PROPOSAL TERMS AND CONDITIONS

The City will not pay any costs incurred by the firm in preparing or submitting the proposal. Proposals must remain firm for Ninety (90) days from the proposal due date. The City of Grand Island reserves the right to refuse any or all proposals that may be in the best interest of the City, at its sole discretion. The City of Grand Island will contact the selected Supplier after the proposals have been reviewed and ranked.

Negotiations, including the development of a Detailed Work Plan, Work Plan Matrix and Cost, shall be conducted in accordance with the City of Grand Island Procurement Requirements. This RFP does not constitute any form or offer to contract.

13. BILLING AND PAYMENT

The Supplier shall submit a correct invoice to:

The City of Grand Island Attn: Patrick Kaup P.O. Box 1968 Grand Island NE 68802-1968

Payment by the City shall be made within forty five (45) days, unless otherwise specifically provided, upon receipt of bill. With detailed cost that clearly identifies the cost of all required hardware, software and services for the proposed system.

14. SCOPE OF SERVICES

Topics to be addressed in this RFP include the following. This list is not intended to exclude any potential options or topics of concern that may arise during the preparation of the Proposal. At a minimum, the proposal shall meet the listed requirements attached to their RFP on the following pages. The City reserves the right to modify or change any information presented in this request as more information becomes available or as the technology strategy is developed further.

Overview of Services Utility Billing and Collection

GENERAL INTENT: The City is seeking an integrated software solution capable of replacing and enhancing our current utility software while retaining the current capabilities with minimal custom programming. This may include, but not limited to, provision of software, data conversion, implementation services, ongoing training and technical support for:

- Customer Information System (CIS)
- Transfer of Service
- Utility Billing (Electric, Water, Sanitary Sewer, Backflow, Annual Fire Protection, Merchandise)
- Payment Processing / Accounts Receivable
- Collections
- Deposits
- Write Offs
- Electronic Bill Presentment
- Financial Reporting Interface
- Document Management System
- Budget Billing

Description of the Current System

The City of Grand Island is a community located in the center of Nebraska with a residential population of approximately 50,000. The City's territory covers an 80 square mile area. The City provides electric, water and sanitary sewer services inside and outside the City limits of Grand Island. They currently serve approximately 25,000 electric meters and 15,000 water meters. All customers are billed monthly.

A. Meter Reading

The City of Grand Island currently uses Northrop Grumman Logicon hand held versaterms for meter reading. Routes are downloaded from the AS 400 into the versa-terms and meter readers walk the routes to obtain meter readings. All electric meters and water meters with remote reading devices are read monthly. Direct read water meters are read quarterly and are auto billed minimum estimated consumption for the non-read months.

B. Billing

Current meter readings are downloaded back to the AS 400 and a pre-billing verification is generated for review before billing. Accounts not read receive a program generated estimated consumption that is downloaded into the pre-billing verification. The consumption estimate is based on same month last year consumption. The Pre-billing

verification flags accounts with consumption or dollars that are outside of the perimeters established for each type of account. Certain accounts are auto estimated in the non-use season to bill a minimum monthly charge or in some cases, not to render a monthly billing (irrigation wells / lawn sprinkling).

The City of Grand Island allows sewer deduct meters. The consumption on the sewer deduct meter is subtracted from the consumption on the water meter so that sewer charges are calculated on the actual contribution to the sanitary sewer system.

The City has "read only" accounts where the read is obtained during the regular route reading but is then transferred to a different account for billing purposes. This is done so that customers with many accounts located throughout the City will receive all monthly bills at one time.

The City does final billing calculations so that the customer is not overcharged for monthly sewer in the month the account is finaled. The calculation is based on the current water consumption if the water consumption is less than the sewer basis.

Dusk to dawn charges on final bills are based on the number of days in the billing cycle so that a customer is not overbilled for the dusk to dawn charges when an account is final billed

Backflow financing is billed each month to any customer that needs financial assistance meeting the backflow requirement. The amount borrowed is spread over a period not to exceed 60 payments. The monthly principal amount plus a \$2.00 fee is added to the statement for customers participating in the program.

Merchandise bills for one time charges are either billed on the customer's active account or to a merchandise account number that is different than the active utility account.

Customers that participate in the reoccurring ACH or Credit Card payment program offered through US Bank have their monthly utility bills clearly marked that the account will be auto paid on a specific date.

Any proposed software solution must be able to calculate multiple rates for electric, water and sewer as well as being able to calculate multiple discounts depending on the rate assigned. Solution must be able to allow consumption and cost overrides by individual account.

C. Payments / Accounts Receivable Adjustments
In person payments are batch processed by a cashier. Mail payments are batch
processed. 3rd party credit card / ACH payments and internet bill payments are all
prepared files that are CSV text files or Excel spreadsheet files that are downloaded for
batch processing at the end of the business day. Account adjustments are manually
entered and batch processed at the end of the day.

D. Collections

The City has two different due date policies for delinquent accounts. Residential accounts have a longer period of time than a commercial account to resolve a delinquency. Residential accounts receive a different notification than a commercial account on the bill if delinquent. Residential accounts also receive an additional notice (separate mailing) that is not sent to commercial accounts.

The system tracks the accounts and auto generates lists and notices of accounts that did not make payment arrangements or resolve the delinquency by the due date. Date driven payment arrangements are accepted and recorded so that the account does not continue through the collection process. The aging on the account is displayed as to what is a current billing, what is 30 days, 60 days, or 90 days delinquent. Customers that do not keep their arrangements are listed on a report so that the collection process will resume.

Fees are auto-billed to the utility account of customers that will receive a hand delivered collection notice. Delinquent customers that are no longer active on our service are referred to two local collection agencies.

Any proposed software solution must be able to manage collections according to the current City of Grand Island policies and procedures.

E. Write-Offs

The City writes off unpaid final utility bills when there is no activity for 46 months. A proposed write off list is generated for review before actually writing off the bad debt. Accounts are written off automatically by batch process upon approval of the proposed write off list. A separate, searchable file is kept for accounts that have been written off.

F. Customer Information System

The current Customer Information System is rather limited. Customers must either be active or owe money from a prior address to be searchable in our current system. Customer information is searchable by name only. Additional customer identification information is recorded in a "customer notes" file but can't be searched. The proposed solution would be able to do a search on all fields.

G. Electronic Bill Presentment

The City of Grand Island currently does not offer electronic bill presentment but is desirous of adding this enhancement for our utility customers. The proposed solution would allow the customer to do an inquiry for the bill information as well as an option to request a reoccurring monthly e-mail notification when the account is billed.

H. Financial Reporting

Financial information is generated by the AS400 on a monthly basis and is manually entered into the City's financial system. Tyler Technologies / Munis is the City's current financial, payroll, AP, AR, Asset Management software package that operates in a

Windows environment. Proposed solution would interface with the City's financial system.

I. Document Management System

The City of Grand Island currently uses Laserfiche document management for all billing registers, payment runs, route balance reports, merchandise billing registers, sales tax exempt certificates, transfer of service orders, etc.

J. Budget Billing

The City of Grand Island offers budget billing that runs on the calendar year with the annual settle up after the December billing. Budget amounts are based on prior year history. Customers requesting budget billing during the course of the year are set up based on the historical bills for the remaining months of the previous calendar year for the property. A program that provides the historical bill amounts for the remainder of the last calendar year allows for quick calculations of a budget amount regardless of which month budget billing is requested.

PROJECT SCHEDULE

September 19, 2012 Advertising begins

October 25, 2012 Request for Proposal bid opening

December 5, 2012 Selection of Supplier

January 15, 2013 Start of Project

September 1, 2013 Place Pilot Project in service

PROPOSAL FORMAT

Responses to this RFP should be provided in the following numbered format as listed below:

COVER LETTER

A one page cover letter, signed by an authorized representative of the Supplier, must be included in the submittal. It must contain the name and address of the corporation or business submitting the proposal, as well as the name, address, telephone number, and title of the person authorized to represent the Supplier.

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- 2. Response to Terms and Conditions
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