



Request for Proposals

Utility Online Payment Solution

Release Date: June 17, 2022

Finance Department/Utility Billing

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I. **INTRODUCTION**

The City of Beloit (City) is seeking services for secure web based electronic presentment and electronic payment of utility bills that is innovative, customer friendly, efficient and cost effective. The City's objective is to provide its utility customers convenient options to pay utility bills at any time via online, text and over-the-phone. Also offering utility customers web services for viewing and payment of their utility bill.

The City intends to award a contract for a period of three (3) years to a firm that will meet the City's qualification criteria. Upon satisfactory performance by the Consultant and mutual agreement of both parties, the City may renew the contract for three (3) additional one-year periods. The successful firm will be required to enter into a contract with the City for the services requested in this Request for Proposals (RFP) within twenty (20) days after award.

A. **City Contact**

The City contact (Contact) for this RFP is the sole point of contact for this procurement. All communication shall be in writing and submitted to the Contact as designated below. Consultants are not permitted to communicate with other City staff or officials about this RFP, except during pre-proposal meetings and/or interviews, unless otherwise directed by the Contact. Direct written questions and/or correspondence related to this RFP to:

Dawn DeVall, Director of Accounting

Fax: (608)364-6642

E-mail: deuvalld@beloitwi.gov

Consultants interested in participating in this RFP should immediately provide the Contact with a telephone number, and an e-mail address for dissemination of addenda and/or supplemental information, as applicable. Failure to provide said contact information may result in late notifications and/or incomplete proposals. (See Section V for proposal submittal address).

B. **Deadline for Submitting Questions**

Any questions regarding the RFP must be submitted to the Contact referenced above no later than June 28, 2022.

C. **RFP Schedule**

- 1) RFP Deadlines
 - Request for Proposals ReleasedJune 17, 2022
 - Deadline for Submitting Questions June 28, 2022 5:00 PM
 - Response to Questions June 30, 2022 5:00 PM
 - Deadline for Submitting Proposals July 5, 2022 2:00 PM**
 - Interview/Demo Completed July 20, 2022
 - Evaluation of Proposals Completed and award July 22, 2022

- 2) RFP Tentative Scheduling
Professional Service Agreement (PSA) ExecutedJuly 30, 2022
Date to go live August 22, 2022

II. BACKGROUND

Utility Billing, which is a division of the Finance Department, is responsible for performing all accounting functions related to water, wastewater, storm sewer, and solid waste billing.

Presently, approximately 16,000 accounts are maintained through this office, with each of these accounts assigned to one billing cycle.

Meters are read the last day of the month and utility bills are produced and mailed through the United States Postal Service. The City bill printing and mailing service are completed with an outside vendor. The City's billing system currently allows the City to send customers e-statements.

The City currently has a payment website for utility billing customers provided by Tyler Technologies ERP Enterprise (Munis). The website accepts all major credit cards. An average of 3,500 credit cards and 2,400 ACH transactions are processed per month.

The City staff handles all payments received through the mail, in a City Hall drop box, and payments received over the counter at City Hall.

III. SCOPE OF WORK

Refer to Attachment A for Scope of Work.

IV. PROPOSAL FORMAT

Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Each section of the Proposal shall be tabbed according to the numbering system shown below.

A. Technical Proposal

- 1. TAB - 1 Cover Letter

The Cover Letter shall be on company letterhead, signed by a duly authorized officer, employee, or agent of the Consultant. The Cover Letter shall include the following information:

- a. A statement that the Proposal is submitted as a response to Utility Online Payment Solution-Finance.

- b. An introduction of the Consultant including: legal name; address and telephone number of office headquarters, along with the local office; type of business entity [sole proprietor, partnership, or corporation (including state of incorporation)]; and date founded.
- c. A brief discussion of general background and qualifications and a description of any special knowledge or capabilities material to the services requested in the RFP. Be sure to include whether the Consultant has done work for the public sector in the last 5 (five) years.
- d. A statement addressing any proprietary information that might be contained in the Proposal, in accordance with Section VII, Paragraph i.
- e. Indicate which individual(s) by name, title, address, and telephone number are authorized to negotiate and execute an Agreement with the City on behalf of the Consultant.
- f. A statement that Consultant has read and understands the RFP in its entirety, including, without limitation, the scope and nature of the work, all appendices, attachments, exhibits, schedules, and addendum, as applicable. Should the Consultant have any objections to the RFP, they must be clearly stated in the Cover Letter, specifically referencing the particular section number, paragraph, and page number of the objection. However, making an objection does not relieve the Consultant from complying with the requirements of the RFP.

2. TAB - 2 Executive Summary

Provide a narrative description of the project proposal, based on the scope of services presented in the RFP. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview, which gives in brief, and concise terms, a summation of the Proposal.

3. TAB - 3 Approach to the Scope of Work

Respond to all requirements defined in the scope of services. If any of the requirements cannot be supported, provide a recommendation for an alternative approach. Include the steps needed to complete all tasks and any recommended additions to the list of tasks. Also document assumptions used in development of the work tasks, including assistance needed from City staff, and required hardware and software. Information provided shall address the following:

- a. Background and Experience
 - Describe your firm's experience in providing similar processing services for other governmental agencies comparable to City of Beloit.

- Provide specific qualifications regarding your company's experience with similar projects, include at least three clients similar to the City. Provide an overview of the services in use and contact information for each client. A list of the three public agencies listed shall be attached to the proposal, including the client names, contact persons, phone numbers and email addresses.
- How many years have you provided these services? How many do customers do you currently have?
- Please list all sister companies, joint ventures, 3rd party dependencies, outsourcing or subcontracting that will be involved in creating and delivering your solution including business/financial and technical contacts for each organization.
- Describe any unique characteristics of your company and services that will provide us with superior customer service.
- What other service does your company offer that may be beneficial for future consideration that may not fit the requirements described within the context of this RFP?
- Is there any pending legal action against your company? If yes, please describe.

b. Technical Requirements

- Please provide unique features of your payment-processing services, systems, and technologies.
- Is your payment website responsive design and mobile-first? If not, do you automatically redirect mobile users to a site optimized for their device?
- Is your .payment website security verified against the OWASP top ten vulnerabilities list (https://www.owasp.org/index.php/Top_10_2013-Top_10)? Do you mitigate against vulnerabilities not on that list? If so, please describe.
- A copy of the PCI Attestation of Compliance (AoC) is required to be submitted as part of the RFP response.
- Please describe how customer passwords are stored (e.g. "salted and hashed using the Argon2 algorithm").
- Do you offer a true 2-factor authentication option for customers (hardware token, Google Authenticator, etc. [NOT "security" questions])?
- Please describe in detail the technical processes underlying your "forgot password" link and list the steps a user takes during the process.
- Please describe the functions that our personnel will be able to perform within the administrative area of your site.
- What types of customer information are we able to download on a regular basis? For example:

- i. All account numbers currently signed up for automatic monthly bill payment.
 - ii. All account numbers who have opted out of receiving a paper bill.
 - Please list any types of data that customers enter and maintain about themselves that will NOT be visible and/or changeable by our admin personnel.
 - Please describe the method for customizing the customer-facing payment site. Can any portions of the customer-facing payment site be customized by our personnel (e.g. changing a description block, changing a link, changing a field's description, etc.)?
 - What specific hardware or software must be purchased in conjunction with your proposed solution? If applicable, please explain and specify the cost(s) and model number(s).
 - Describe the trouble management process functions including problem reporting, assignment, and escalation resolution.
 - Provide procedures for after-hours support.
- c. Customer Experience
- Is the Web interface configurable? Please provide a sample screenshot.
 - What flexibility do we have to customize the look and feel of the pages to meet our branding requirements and preferences?
 - What additional functionality do you provide to speed the payment process and enhance the user experience?
 - When can a first-time user make a payment on your service? Please specifically address weekends and holidays.
 - Will a customer be required to create an account in order to make a payment (i.e., create a username and password)? Is there an option to make a payment without enrolling?
 - How often are customers required to change their log in password?
 - How does your system accommodate a customer interested in future dating their payment(s)?
 - How does your solution present bill data such as due dates and amount due to consumers?
 - What do you offer for outbound payment reminders/alerts? How are these alerts delivered?
- d. Payments
- What payment types do you support (e.g., on-demand, scheduled, recurring, prepaid)?
 - How does your solution identify and eliminate duplicate transactions?

- Describe how your solution supports multiple accounts paid as part of a single transaction or as separate transactions. Are there limitations to the number of accounts that a user can view and pay as part of this feature?
 - Can your solution be configured so that customers can make intentional overpayments? Can they make a payment even when they have no balance, or a credit balance owed?
- e. City Staff Experience
- Does your company have the ability to demonstrate your solution in a live, preproduction environment using data provided by us?
 - Does the system have a testing and training environment for City staff?
 - Will training be provided to staff after implementation? Describe in detail.
 - How are client-requested changes handled? What is the timeframe from request to having the change live in production?
 - Do you offer a solution for our Customer Service Representatives (CSR) to accept and research payments? Is this a single tool that covers all payment channels and payment methods? Please provide a detailed response.
 - Can a CSR enroll customers on their behalf into the platform from the agent tool during a call?
 - How are returned items handled and communicated back to the City?
 - Describe technical support capabilities, available hours, how the issues are tracked, and the escalation process. What software tool is used for this process?
 - Please describe any support services or tools that your service has to assist with exception handling and treasury functions.
- f. Interactive Voice Response System (IVR)
- Can the IVR user interface be customized for our identity? Can the call flow be customized?
 - Do you support an opt-out link back to our call center from your hosted IVR?
 - What languages do you support on your IVR?
 - Describe the method(s) to exchange data between your IVR solution and ours (e.g., sending account information).

- g. Billing Options
- Do you have the capability to become our sole billing provider? This would entail at least the following:
 - Allow customers to opt-out of a paper bill (offering emailed bills, or text messages, for instance)
 - Accept upload of a PDF file containing formatted customer bills on a regular (currently monthly) basis, and from this file:
 - i. Save each bill image for electronic presentment
 - ii. Email an electronic copy of the customer's bill
 - iii. Send a text message to customers with balance owed and due date
 - Describe your electronic billing solution and capabilities.
 - What file or data formats does your solution accept as inputs for electronic billing?
 - Does the solution allow customers to view previous bills? How much billing history will our customers be able to see?
 - What bill output/download options are offered by your service (HTML, XML, Excel, Text, PDF, etc.)?
 - How will your proposed solution address information traditionally provided as bill inserts?
 - How does your solution accommodate links to our home page, customer service, etc.?
 - Please describe all the channels in which your solutions can leverage e-bills for viewing and payment. (e.g., Web, on-demand, mobile etc.)
 - Describe any next generation features specific to your e-bill presentment solution.
 - Describe the process for consumers requesting e-Billing.
 - What alerts and/or communications are sent to the customer using your e-Billing service?
 - When is the bill available to be viewed by the consumer and how long will it be available for them to view?

4. TAB - 4 Project Milestones and Schedules

Consultant must provide a written statement of the services proposed as well as an implementation plan. Consultant shall provide all specifications for all equipment proposed.

5. TAB - 5 Consultant/Sub-Consultant Team

Identify the project manager, principal staff and support staff who will be performing the work required. The Consultant shall provide only qualified personnel with the experience necessary to perform this contract.

If Sub-Consultant(s) are proposed, provide the firm's name, address, telephone number, the type of work to be performed, and the percentage of the total work anticipated to be performed by each Sub-Consultant.

6. TAB - 6 Consultant/Sub-Consultant References

Provide a minimum of three (3) references of recent demonstrated experience in providing consulting services similar in nature and size to the Scope of Work, and include any government references. Provide a short description of the work performed, dates of service, names, addresses, telephone numbers, fax numbers, locations, remedies, and contract amount.

7. TAB - 7 Addenda

Include signed addenda in chronological order, as applicable.

B. Fee Proposal

The Fee Proposal shall be prepared in the following manner:

One (1) copy of the Fee Proposal, shall be submitted within the sealed proposal package, and clearly marked as follows: FEE PROPOSAL Utility Online Payment Solution-Finance.

The elements of the Fee Proposal shall include the following:

1. An hourly rate and reimbursement schedule, valid for the entire contract period, for each classification of firm personnel assigned and for each classification of anticipated reimbursements.
2. A lump sum, not-to-exceed, fee proposal for the project, which shall include all required work as outlined in Attachment A. This fee proposal shall be composed of and broken down into two components: (a) a lump sum, not-to- exceed, fee proposal for basic consultant services, which shall include client meeting services, and (b) an estimated lump sum, not-to-exceed, fee proposal for customary reimbursable expenses including but not limited to reproduction costs, postage, long distance communication, and mileage that would not be considered as Consultant services. If the Scope of Work is separated into phases, the lump sum amount for item (a) shall be broken down into subtotal lump sums for each specified phase.
3. The Fee Proposal shall follow the format provided in Attachment B.

V. PROPOSAL SUBMISSION

The deadline for submitting a proposal **2:00 PM, July 5, 2022**. Any proposals received after this time will be returned unopened.

Submit Three (3) copies of the Proposal. Proposal shall contain original signatures.

The Proposal must be in a sealed envelope/package and shall be clearly marked:

Utility Online Payment Solution-Finance

City of Beloit-Accounting Division
Dawn DeuVall, Director of Accounting
100 State St.
Beloit, WI 53511

VI. SELECTION PROCESS

A. Evaluation

Fee Proposals will remain sealed and held until all responsive Technical Proposals are evaluated and ranked. The evaluation process will be as follows:

1. A panel designated by the City will perform an evaluation and assign a score to each responsive Technical Proposal.
2. Interviews may be conducted by a panel designated by the City at its discretion with the three (3) top ranked consultants. Upon the conclusion of the interviews, the panel will evaluate the participating Consultants and assign an interview score to each.
3. Once the ranking of the Consultants has been determined, the City may begin negotiations (if required) with the Consultant obtaining the highest score. Should negotiations with the highest ranked Consultant fail, the City will cease further efforts in reaching an agreement and open the Proposal and commence negotiations with the Consultant who received the next highest score. The City will continue negotiations with Consultants in order of the next highest ranking until negotiations are successful.
4. Upon selection of the successful Consultant, City staff will make recommendations for award to the Department Head, as applicable. Any resulting agreement may be subject to City Council approval.
5. The selection process will conclude upon execution of a contract. The selected Consultant will be required to execute a contract and to comply with all of the terms and conditions contained therein. A copy of the contract is available upon request.

B. Selection Criteria

The selection criteria may consist of solely an evaluation of the submitted proposals to determine which, if any, proposals meet the minimum qualifications and experience detailed above, or may consist of both an evaluation of the submitted proposals and panel interviews with the top ranked Consultants as determined by the scores of the evaluated proposals. If the City decides to conduct interviews with the top-ranked Consultants, the City reserves the right to evaluate and make their selection of the top ranked firm based solely on the panel interview scoring. If interviews are not conducted, the proposal evaluation scores shall be the sole basis for the determination of the top-ranked Consultant.

Proposals will be analyzed, and the award made to the most responsive and responsible Consultant whose proposal conforms to the solicitation and whose proposal is considered to be most advantageous to the City.

1. System Functionality and Capabilities: Functionality and capabilities of system and services; usability, accessibility and interactivity of the system for customers.
2. Understanding: Understanding of the Scope of Work; demonstrated knowledge of the work; identification and knowledge of Federal, State, City, and other agency requirements, as applicable to the requested services.
3. Experience: The technical expertise and professional competence in areas directly related to this RFP; required number of years of experience in performing similar work; demonstrated ability to manage and coordinate the services, deliver quality products/services, be a reliable service provider, stay within budget, and meet deadlines; level of experience and training of key personnel assigned, including sub-consultants, if applicable; strength and stability of the firm; breadth and depth of resources.
4. Project Plan: Proposed plan to fulfill the services required; work/time of integration with the current Utility Billing system.
5. References: References may be verified and all responses considered.

VII. TERMS AND CONDITIONS

In addition to the foregoing requirements contained in this RFP, the Consultant shall adhere to the following terms and conditions, and perform or make provisions for requirements set forth therein.

- a. **Late Proposal**: Late proposals will not be considered. It is the Consultant's responsibility to ensure that the proposal arrives on or before the specified time. The City will not be responsible for proposals not properly marked and delivered. Postmarks will not be accepted in lieu of actual receipt.
- b. **Ambiguity, Conflict, or Errors in the RFP**: Any ambiguity, conflict, discrepancy, omissions, or other error discovered in the RFP must be reported immediately in writing to the City.
- c. **Modifications**: Any proposed changes or alternatives must be clearly identified in the proposal and are subject to approval by the City. Proposals that are submitted with conditional clauses, alterations, items not requested herein, or irregularities of any kind are subject to rejection at the discretion of the City. No modifications or amendments to proposals will be accepted after the submittal deadline.
- d. **Proposal Commitment**: The proposal shall be firm and binding for ninety (90) calendar days after the submittal deadline. Submission of a proposal shall constitute a commitment on the part of the Consultant to furnish the services set forth in this RFP.

- e. **Proposal Withdrawal:** Prospective Consultants may withdraw a submitted proposal at any time up to the submittal deadline. This may be done via written request signed by an authorized representative and submitted to the Contact for the RFP. The Consultant may submit another proposal at any time prior to the submittal deadline. Any proposal not so withdrawn will constitute an irrevocable offer, for a period of ninety (90) calendar days.
- f. **Proposal Errors:** Consultants are responsible for examination of specifications and instructions. Each Consultant shall furnish the information required by the RFP. The Consultant shall sign all required documents. All deletions and erasures shall be initialed. The City is not responsible for errors or omissions on the part of the Consultant in drafting their proposals. The City is not responsible for any conclusions or interpretations made by the Consultant regarding information provided by the City. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.
- g. **Submission Cost:** The City will not be liable for any costs incurred in the preparation of proposals or incidental to the preparation and presentation of qualifications orally or in writing. All costs for preparation, submission of proposals, submission of additional information, delivery, onsite (or otherwise) interviews and/or presentations, and any other aspect of the RFP incurred by the Consultant are the sole responsibility of the Consultant.
- h. **Ownership and Public Records Requirement:** Any proposal and any/all referencing information submitted in response to this RFP shall become the property of the City and will not be returned. The City reserves the right to use such proposal and other material or information and any of the ideas presented therein without cost to the City. The City will use discretion with regards to disclosure of proprietary information contained in any proposal, but cannot guarantee information will not be made public. The Consultant acknowledges that as a governmental entity, the City is subject to Wisconsin Public Records Law, Wis. Stat. § 19.21, et seq., which subjects the City to making records available for disclosure.
- i. **Proprietary Information:** If any proposal contains trade secrets or other information that is proprietary by law, a request to keep such information confidential must be made in writing and attached to the envelope or other medium used to submit the proposal. The Consultant shall specifically identify the page numbers that contain the confidential information in the cover letter (Tab 1), and said information shall be readily separable from the response in order to facilitate public inspection of the non-confidential portion of the response. Requests are subject to review by the City to determine whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Consultant has the option of withdrawing the proposal or advising the City in writing of its understanding that this information will become public record. The price of products or services proposed shall not be designated as proprietary or confidential information.
- j. **Patent Infringement:** The Consultant shall indemnify and hold harmless the City and all persons acting for or on their behalf from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment, apparatus, or software or any part thereof, which infringes or is alleged to infringe on any patent or copy rights. In case such material, equipment, apparatus or software, or any part thereof, in any such suit is held to constitute infringement, the Consultant, within reasonable time, will at its

expense, and as the agencies may elect, replace such material, equipment, apparatus or software with non-infringing material, equipment, apparatus or software, or remove the material, equipment, apparatus or software and refund the sums paid therefore.

- k. **Additional Information:** The Consultant shall provide the City with any additional information the City deems necessary to accurately determine ability to perform services proposed. During evaluation and selection, the City may conduct any reasonable inquiry from any and all sources concerning the proposal, including reference verification to determine the responsibility of the Consultant. Furthermore, submission of a proposal constitutes permission by the Consultant for the City to verify all information contained therein. Failure to comply with any request for additional information may disqualify the Consultant from further consideration. Such additional information may include evidence of financial ability to perform.
- l. **Negotiations:** The City may require potential Consultants to participate in negotiations, submit revisions to pricing, technical information, and/or other items of their proposal as may result from such negotiations.
- m. **Sub-contracting:** The Consultant shall act as the single principal for all services set forth in the RFP and resulting contract. Any sub-consultants shall be subject to the same terms and conditions as the Consultant. The Consultant shall be fully responsible for the performance and payments of any sub-consultants.
- n. **Material Misstatements or Misrepresentations:** If in the course of the RFP process or in the administration of a resulting Agreement, the City determines that the consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the City, the Consultant may be terminated from further participation in the RFP process or in the event an contract has been awarded, the contract may be immediately terminated. In the event of termination under this provision, the City is entitled to pursue any available legal remedies.
- o. **Contractual Obligation:** After the City selects a consultant, the contents of the submitted proposal will become a contractual obligation. The RFP and any addenda, the Consultant's proposal, and the contract constitute the entire agreement between the Consultant and the City. Failure of the Consultant to agree to include all portions thereof as part of the contract may result in cancellation of the award.
- p. **Deadline:** If a contract is awarded, the successful Consultant shall be required to execute a contract with the City within twenty (20) days of the award. Any contract resulting from the acceptance of the proposal shall be made on forms approved by the City Attorney and shall contain, at a minimum, applicable provisions of this RFP. The City reserves the right to reject any contract that does not conform to this RFP and any other City contractual requirements. The City further reserves the right to award the contract to the next recommended Consultant in the event the successful Consultant fails to execute an agreement within the time limit set forth herein.
- q. **Reservation of Rights:** The City reserves the right to modify and/or suspend any and all aspects of the RFP, at its own discretion. This includes without limitation, the right to obtain further information from any Consultant responding to this RFP, to award all or a portion of the RFP on an item-by-item basis to one or more proposals or the award may be made to the lowest, responsible and best

proposal total, whichever is in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to accept any proposal deemed to be in the best interest of the City. In addition, the City reserves the right to reissue all or part of this RFP and/or not award any contract at its discretion and without penalty. The City reserves the right to waive or permit cure of nonmaterial variances in the proposal if, in the judgment of the City, it is in the City's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Consultants, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the services. A nonmaterial variance in a proposal does not give one Consultant a competitive advantage or benefit not enjoyed by the others. A nonmaterial variance may be accepted as responsive, or at the direction of the City, may be rejected as non-responsive. In the event the City waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Consultant from full compliance with the specifications or other contract requirements if the Consultant is awarded the contract. Should all proposals be rejected a written notification will be sent to all consultants.

- r. **Right of Action:** No individual or firm responding to this RFP shall obtain any claim or right of action against the City by reason of any aspect of the RFP, defects or abnormalities contained in the RFP and/or the selection process, the rejection of any proposal, the acceptance of any proposal, any statements, representation, acts or omissions of the City, the exercise of any discretion by the City in connection with any of the foregoing, or any and all other matters arising out of all or any of the foregoing.
- s. **Disclaimer:** This RFP does not commit the City to continue with the procurement of the subject services nor to enter into a contract with any Consultant. The City makes no representation that any contract will be awarded. In the event of award, the City makes no guarantee to expend any agreed to amount to its maximum. Award of a contract may require City Council authorization. In the event that the selected consultant is unable to perform the services for any reason or is dismissed from the project, the City may select another consultant from this RFP solicitation.
- t. **Availability:** The Consultant must accept responsibility for verification of material availability, product schedules, delivery times and other pertinent data prior to submission of proposals. It is the responsibility of the Consultant to notify the City immediately if the materials, product schedules, delivery times and other pertinent data are altered, replaced or unavailable.
- u. **Certification of Independent Price Determination:** The Consultant agrees and acknowledges that the prices in the proposal are independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Consultant or other person. The Consultant agrees and acknowledges that unless otherwise required by law, the prices shall not have been knowingly disclosed by the Consultant prior to the opening of proposals and that the Consultant will not attempt to induce any other person or firm to submit or not to submit a proposal.

- v. **Non-Exclusive Agreement:** The Consultant understands and agrees that the contract shall not be construed as an exclusive agreement and further agrees that the City may secure identical and/or similar services or goods from other sources at any time in conjunction with or in replacement of the Consultant's services.
- w. **Inspection, Acceptance and Approvals:** Goods and services shall at all times and places, including the period of manufacture/installation, be subject to inspection and test by the City. The City will accept or give notice of rejections of goods/services delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods/services supplied are subject to final inspection and acceptance by the City notwithstanding payment, prior inspections or approvals. The City may require prompt replacement or correction of rejected goods/services at Consultant's expense, including a reduction in price for rejected goods/services. The Consultant shall not resubmit rejected goods/services to the City without prior written approval and instructions from the City. In addition, the Consultant shall identify resubmitted goods/services as previously rejected. The Consultant shall provide and maintain a quality assurance and control system acceptable to the City.
- x. **Warranty:** Unless otherwise agreed to in writing by the parties, the Consultant warrants that goods/services ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by the City, or, if not ordered to specifications will be fit and sufficient for the purpose intended. Such warranties, together with the Consultant's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the goods/services and shall run to the City and its assigns. Except for latent defects, the City shall give notice of any nonconformity to the Consultant within one (1) year after acceptance. The City may return for credit or require prompt correction or replacement of the defective or non-conforming goods/services or have the defective good/service corrected or replaced at the Consultant's expense. Returns of any defective or non-conforming goods/services and delivery to the City of any corrected or replaced goods shall be at the Consultant's expense. Defective or non-conforming goods/services shall not be corrected or replaced without written authorization by the City. Goods/services required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods/services originally delivered under this contract.
- y. **Terms of Payment:** The City reserves the right to inspect the goods/services for acceptability based on the specifications required. If the City determines that the goods/services are acceptable, payment will be made within thirty (30) days of delivery.
- z. **Change Order:** The City may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both. Any change order shall be in writing. Any claim by a Consultant for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of a change order, provided, however, the City, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

- aa. **Choice of Law:** This proposal and ensuing contract shall be governed and interpreted according to the laws of the State of Wisconsin.
- bb. **Hold Harmless/Indemnification:** If a contract is awarded, the successful Consultant will be required to indemnify and hold the City of Beloit, its officers, elected officials, agents, employees and authorized volunteers harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Consultant's performance of the contract awarded. Any goods or services to be provided by the Consultant under the contemplated contract will remain at the Consultant's risk until written acceptance by the City; and the Consultant will replace, at the Consultant's expense, all such goods or services damaged or destroyed by any cause whatsoever, prior to its acceptance by the City.
- cc. **Notice and Service Thereof:** Any notice from the City shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Consultant, at the address stated on the proposal form.
- dd. **Contract Term:** Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Requirements, Proposal Form and Contract and Specifications notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Consultant at any time and the acceptance by the City for any goods/services furnished.
- ee. **Compliance with Applicable Law:** Consultant warrants it has complied with all applicable laws, rules and ordinances of the United States, State of Wisconsin, or any other Governmental authority or agency in the development, manufacture or sale of the goods/services, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.
- ff. **Force Majeure:** No party shall be liable for delays, nor defaults due to acts of god, acts of war or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence
- gg. **Approval:** It is agreed the acceptance of a proposal shall not be valid and binding upon the City until the execution of a contract between the parties.
- hh. **Litigation:** This agreement shall be interpreted under the laws of the State of Wisconsin. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of Rock County, Wisconsin.
- ii. **Assignment:** The selected Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the City.
- jj. **Disclosure of Information:** No reports, information or data given to the Consultant under this RFP shall be made available to any individual or organization by the Consultant without the prior written approval of the City.
- kk. **Termination for Convenience:** The City may terminate this or any contract, in whole or in part, whenever the City determines that such termination is in the best interest of the City, without showing cause, upon giving 30 days' written

notice to the Consultant. The City shall pay all reasonable costs incurred by the Consultant up to the date of termination. However, in no event shall the Consultant be paid any amount that exceeds the price proposed for the work performed. The Consultant will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

- ll. **Termination for Default:** When the Consultant has not performed or has unsatisfactorily performed the contract, the City may terminate the contract within five (5) days of notification of default. Upon termination for default, payment may be withheld at the discretion of the City. Failure on the part of the Consultant to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Consultant will be paid for services satisfactorily rendered prior to termination less any excess costs incurred by City in re-procuring and completing the contract.
- mm. **Nondiscrimination:** In connection with the performance of work under any contract, the Consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, gender identity, disability, national origin or ancestry. The provision must be included in all subcontracts.
- nn. **Independent Contractor Status:** The Consultant agrees that it is an independent contractor with respect to the services provided pursuant to any contract. Nothing in any contract shall be considered to create the relationship of employer and employee between the parties.
- oo. **Non-Compliance:** Submission of a proposal constitutes confirmation your firm is not presently on any lists maintained by the Wisconsin Department of Administration, or any other State or the Federal Government, for non-compliance with any requirements, including equal opportunity and/or affirmative action.
- pp. **Incorporation of Documents:** The terms of the RFP, proposal specifications, and proposal form will be incorporated into the contract as if fully set out therein.
- qq. **Addenda:** Questions will be responded to in the form of written addenda. It shall be the responsibility of each Consultant, prior to submitting their proposal, to determine if addenda were issued. Failure of any Consultant to receive any such addendum shall not relieve the Consultant from any obligation under their proposal as submitted. All addenda issued shall become a part of the contract documents and shall be acknowledged and dated on the bottom of the proposal signature page.
- rr. **Insurance Certificates:** Each Certificate of Insurance (Accord Form 25-5 or equivalent) shall provide that the insurer must give the City at least thirty (30) days prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, the Consultant shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above. The following must be named as additional insureds on all Liability Policies for liability arising out of contract work: City of Beloit, its officers, council members, agents, employees and authorized volunteers.

- ss. **Representations and Warranties:** The Consultant represents and warrants:
1. That it is now, or will be by the time its proposal is opened, qualified to do business in the State of Wisconsin or the state in which it is incorporated or in which it is licensed to conduct business and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 2. That it is not in arrears with respect to the payment of any monies due and owing the City, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not fall into arrears during the term of the contract; that it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;
 3. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract;
 4. That the facts and matters set forth in the proposal and made a part hereof are true and correct.
- tt. **Insurance:** Upon execution of the contract, and prior to the Consultant commencing any work or services with regard to the contract, the Consultant shall, at its own expense, obtain commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Consultant shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute form providing equivalent coverage) naming the City of Beloit and its officers, council members, agents, employees and authorized volunteers as Additional Insured there under. Additional Insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. All coverage shall be placed with an insurance company duly admitted in the State of Wisconsin or in the state in which the Consultant is incorporated or otherwise licensed to do business and shall be reasonably acceptable to the City. All vendor insurance carriers must maintain an A.M. Best rating of "A-".
- The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirements shall apply to the successful Consultant for the duration of the contract:

TYPE OF COVERAGE		MINIMUM LIMIT
Wisconsin Worker's Compensation		Statutory
Professional Liability		
	Each Claim	\$1,000,000
	Aggregate	\$1,000,000
Commercial General Liability		
	Bodily Injury & Property Damage (include personal injury, fire, legal contractual & products/completed operation)	
	Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Medical Expenses (any one person)	\$5,000
	Products/Completed Operations Aggregate	\$2,000,000
Automobile Liability		
	Bodily Injury & Property Damage (all autos – owned, and/or hired uninsured motorists)	
	combined single limit	\$1,000,000
Excess/Umbrella Liability		
	Each Occurrence	\$1,000,000

uu. **Commencement of Work:** Services under an Agreement shall commence after all required documents are on file with the City as follows:

- Completed IRS Form W-9.
- Insurance Certificates and Endorsements as required in the PSA.
- City Council authorization (if applicable).
- Two fully executed copies of the PSA, with original signatures.
- Notice to Proceed issued to the Consultant.

ATTACHMENT A: SCOPE OF WORK

The services the City is requesting include online payments, ACH, text, and payment by phone. The Consultant shall provide the City a standalone phone system for the City's utility customers to pay their utility bills, access account information, and hear general Water District information. It shall be a web-based solution hosted by the Consultant in compliance with all applicable laws.

Consultants must be able to demonstrate a proven ability to provide the following:

1. At least five (5) years' experience processing credit card payment records transmitted for processing and settlement from major credit/debit card processing networks.
2. Be compliant with all Payment Card Industry (PCI) security standards as established by the Payment Card Industry Standards Council. A copy of the PCI Attestation of Compliance (AoC) is required to be submitted as part of the RFP response.
3. Supports all major credit cards. Accepts text payments, one time scheduled payments, reoccurring scheduled payments, Interactive Voice Response (IVR), auto pay, and ACH as payment methods.
4. Provide payment, settlement and refunding services. That will work with Tyler Technologies Enterprise ERP (Munis) software.
5. All cardholder data is the responsibility of the Consultant, and Consultant retains all liability. The Consultant must have the ability to interface with the City's existing bill print files or have the ability to reproduce the bill image in its current form for customers to access online.
6. No credit card or cardholder information shall enter the City's network environment.
7. Provide online daily transaction and account reconciliation reports.
8. Payment gateway should be available in English and Spanish.
9. Online Automated Clearing House (ACH) returns and credit card chargeback reporting.
10. Transactions shall be deposited within 24 to 36 hours into specified City bank account.
11. Offer transaction integrity checking to reduce the risk of double payment.
12. The Consultant must provide unlimited customer support during the hours of 7:00 am – 8:00 pm CST.
13. Routine technical support must be available during business hours
14. Payment gateway system must have an uptime of 99% or better (downtime average of 7.2 hours per month or fewer), and a comprehensive and fully tested disaster recovery plan.
15. Proposed solution must accept account data and balances from the City's Financial/Utility Billing system in the form of a data extract (CSV or TXT file) that can be uploaded by customer support representative staff. No integrations in the form of web services or API's can be made available. Existing file layout can be provided by the City, if it cannot be accommodated the response should include expected file layout.

ATTACHMENT B: FEE PROPOSAL

This Request for Proposal includes but is not limited to providing all the necessary, software, hardware, training, engineering, installation, implementation, and annual maintenance and support renewals. In addition to completing the Pricing Section, Consultants may attach their own pricing proposal to better describe or explain each item.

Provide a total cost proposal for all products and services to be delivered/offered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Include ongoing maintenance costs.

Consultants shall provide product name and description of all software, hardware, and other miscellaneous equipment, based on the following criteria (taxable):

Pricing Software and Hosting

Online Payment and Bill Presentment Implementation

Provide a detailed price list for all costs as described in your response to business requirements. \$

Online Payment and Bill Presentment On-going Costs

Provide a detailed price list for all costs as described in your response to business requirements. \$

IVR Implementation Costs

Provide a detailed price list for all costs as described in your response to business requirements. \$

Consultants shall provide labor service for training, engineering, and installation/implementation of the System. This section is not limited to the design, development and testing and shall not include sales tax due to services:

Pricing Training, Customization Services, and Installation/Implementation	
Training:	\$
Customization Services:	\$
Installation/Implementation:	\$
Total	\$

Consultants shall provide all annual maintenance costs for software, hardware, licensing and support (not taxable):

Pricing	
Annual (1st Year) Maintenance, Licensing and Support Costs	
Software Maintenance	\$
Hosting/Hardware Maintenance	\$
Licensing	\$
Support	\$
Annual (2nd Year) Maintenance, Licensing and Support Costs	
Software Maintenance	\$
Hosting/Hardware Maintenance	\$
Licensing	\$
Support	\$
Annual (3rd Year) Maintenance, Licensing and Support Costs	
Software Maintenance	\$
Hosting/Hardware Maintenance	\$
Licensing	\$
Support	\$
Total	\$

Consultants may provide pricing on optional items that may relate to Online Payment and Interactive Voice Response System for the City to consider. City reserves the right to either accept or reject all some or none of the optional items at the time of the award, but may choose to accept optional items at a later date if desired.

Pricing - Optional Items	
	\$
	\$
	\$
	\$