

CITY OF NORTH LITTLE ROCK, ARKANSAS
COMMERCE DEPARTMENT
Mary Beth Bowman, Director
Amy Smith, Assistant Director for Procurement
Crystal Willis, Admin. Sect. /Asst. Purchasing



120 Main Street North Little Rock, AR 72114
PO BOX 5757, North Little Rock, AR 72119
501-975-8881 Telephone
501-975-8885 Fax

REQUEST FOR PROPOSALS

Bid Number: 18-3524 Date Issued: March 17, 2018

Date & Time Bid Opening: Monday, April 2, 2018 at 10:00 a.m.

Utility Pre-Pay Project North Little Rock Information Technology Department

Scope of Work is detailed below in the document.

Any technical questions regarding this bid should directed to: tjwilliams@nlr.ar.gov

General bidding questions direct to the Mary Beth Bowman, Commerce Department at 501-975-8880.

If you are obtaining this bid from our website, please be reminded that addendums may occur. It is therefore advisable that you review our listings for attachments including any changes to the bid.

The City of North Little Rock encourages participation of small, minority, and woman own business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors, seek qualified small, minority, and woman businesses to partner with them

NOTE: FAILURE TO FILL OUT AND SIGN THE INVITATION TO BID SHEET WILL RESULT IN REJECTION OF THE BID.

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid, including specifications, conditions and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

NAME OF FIRM: _____ DATE: _____

TAX ID NUMBER: _____ PHONE NUMBER: _____

BUSINESS ADDRESS: _____

SIGNATURE OF AUTHORIZED PERSON & TITLE: _____

UNSIGNED BIDS WILL BE REJECTED

**REQUEST FOR PROPOSAL
UTILITY PRE-PAY PROJECT
RFP NO. 18-3524**



City of North Little Rock, Arkansas

**Date Issued: March 17, 2018
Closing Date: April 2, 2018 at 10:00 a.m.**

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UTILITY PRE-PAY PROJECT

RFP NO. 18- 3524
City of North Little Rock, Arkansas
March 17, 2018

SECTION 1 – PURPOSE

This Request for Proposal (“RFP”) for Utility Pre-Pay Project is issued by the City of North Little Rock, Arkansas (“City”). The purpose and intent of this RFP is to solicit sealed proposals to establish a contract with a qualified firm or individual to provide pre-pay integration to our existing Utility Billing System

Copies of the RFP and all other solicitation related documents will be made available on the City’s website. Copies of the RFP, including all related documents can be obtained by visiting the City’s website at <http://www.nlr.ar.gov> go to the tab “Business”, click on “Bids and Vendors”, then click on “Current Bids”.

Proposers submitting a Response (“Response”) to this Request for Proposals (“RFP”) certifies that it meets all of the requirements to perform the services required by this RFP and will enter into a contract in substantially the same form as that included in the RFP.

SECTION 2 – SCOPE OF WORK

Respondents will reply by filling out the yes or no matrix response form as well as including a Statement of Work (SOW) with pricing including options for various modules or services needed to fulfill the requested project. Each separate item, module, or service must be separately priced and may be included or excluded from the final purchase as deemed best by the Utility. The response should list the one-time cost to purchase and install the software and setup any services necessary to compete this project and should also list separately any ongoing cost for services or maintenance for subsequent years but in no way should imply or expect that those ongoing costs are obligatory or necessary for the project to be completed. All costs for any ongoing ancillary services such as hosting, cloud services, payment processing or the like shall be clearly outlined and any daily, monthly, yearly and/or any other fee schedules shall be listed in detail along with those services provided.

Respondents may submit questions on clarification of requirements to: tjwilliams@nlr.ar.gov no later than Monday, March 26, 2018 by 1:00 P.M. and the Utility will respond as best as possible but is under no obligation to respond at all and if it does respond, both the question and response will be made available to all respondents as an addendum on the City’s website as indicated above. Current merchant processing statistics are available upon request to assist in providing the best rates available if the applicant is including a recommended merchant payment processor.

Final selection may include a demonstration or presentation of the software and services provided if deemed necessary by the Utility to make an informed decision and said

demonstration or presentation must be done in a timely manner (in the opinion of the Utility) after the request is made by the Utility or the respondent may be excluded for reason of non-responsiveness. Any demonstration or presentation of the software and services will be at proposer's expense.

The presentation of this request for proposals does not in any way obligate the Utility or the municipality in general to respond to or select any respondent, nor does it in any way bind the Utility or the municipality in proceeding with the project if it does not desire to do so.

Overview & Requirements

Below is a summary of how a utility would envision a Prepay Program to be implemented and evaluated. However, the utility is open to other suggestions and creative ideas from prospective Contractors to ensure success of the Program.

The utility's Prepay Program will be offered to eligible residential customers. Customers may enroll by calling the utility's Customer Solution Center or in person at the utility. Once enrolled participants must establish an initial account balance and then maintain a positive account balance. Once a customer's account balance becomes zero, the customer has until the next business day to establish a positive account balance. The standard tariff remains the basis for daily usage calculation and fixed charges will be calculated as an average daily charge.

As part of the enrollment process, customers may choose a preferred channel to receive all of the communications related to the Prepay Program. The communication channels are online portal, mobile application, email, text, push notification and interactive voice response (IVR). In addition to selecting a preferred communication channel, participants may also select what type of alerts they wish to receive including alerts such as minimum balance threshold, and high energy usage. The minimum balance threshold determines when alerts will be sent to the customers notifying them that their account balance is below their desired threshold.

The prospective solution vendor would be responsible for hosting the program's software system as well as all programming and maintenance of the system. In addition, the utility customers must be able to remotely access the system to view account balances and must be able to receive notifications of payment and account balances in near-real time.

Vendor Requirements

- Anyone submitting a proposal must have an existing relationship with current proprietary CIS Application vendor, NorthStar Utilities in order to meet project requirements on integration between suggestion solution and CIS application.
 - Integration requires respondent must communicate and coordinate with existing CIS Application vendor and make them aware of this project, assure a firm partnership, provide detailed statement of work between the two organizations and vendor applications to meet the integration requirements so as not to hinder the overall project, providing details of timelines, cost of the integration, and associated penalties.

- Anyone submitting a proposal must have been providing these services for a minimum of five (5) years and must show evidence of a minimum of five (5) years of similar work experience.
- Must have deployed to 25 utilities or more.
- Support Multi-service Bill allocation supporting the ability to break down the bill presentment information and payment information by said service, including deposits and any fees associated with a bill.
- Support Cloud reconciliation.
- Support Milsoft IVR integration or a provided IVR solution.
- Provide native ability to enforce Pre-Paid specific business rules through a configuration management dashboard without the need for custom programming or modifications.
- Supports Consumer ability to Opt IN and Opt OUT of notification options with no restrictions.
- Supports multiple industry standard methods such as IVR, Text, Push notifications and Email messaging with TCPA compliance while supporting all industry standard cellular providers (such as ATT, Verizon, etc.)Support email delivery optimization through e-mail server feedback loop processing.
- Consumers personalization: Ability to choose a specific method of delivery for alerts, the specific type of alerts (Daily, Weekly, Monthly), the specific time for the delivery of such alerts and the delivery method of alerts Supports Industry Standard Cell providers.
- Support multiple payment methods including cash, e-check, all major credit card types (Visa, MasterCard, AMX, Discover, etc.), ACH (Bank Draft or Auto Pay).
- Provide usage monitoring access through online portal and mobile app for post-pay customers.
- Support Utility's preferred third-party payment processor (Currently InvoiceCloud).
- Support demonstrated IVR Voice Call load of 20,000 messages per day and peak load of 16,000 messages within a 3-hour time frame.
- Support both PCI Compliant secure messages and VOIP for non-secure messages.
- Solution must be capable of being implemented within 3 months including selected integration partner applications.
- Ensure and explain ADA compliance as it pertains to offerings.

Roles & Responsibilities

The following is a high-level overview of the expected roles and responsibilities for Vendor:

- Vendor will provide a turnkey solution and host the solution on dedicated servers owned by the vendor.
- Vendor will fully test each release prior to placing a new version in a test environment, where the utility will perform testing, to ensure functionality.
- Provide 24/7 support for critical issues as identified by the utility, with a minimum of 1-hour turnaround time for acknowledge and resolution intentions of critical issue.
- Vendor will oversee integration with required utility systems and payment processor
- Vendor is expected to be ready to go live in 3 to 6 months of project start date. This deadline should be included in the scope of work document.

- After system go-live, provide ongoing support for needed enhancements, general questions, and other support to the utility with a specific turnaround time of 1 – 4 hours for acknowledge and resolutions of said items.
- Vendor should integrate with utility-approved third-party payment processor (currently InvoiceCloud) And/OR Vendor will offer a preferred merchant payment processing vendor, and provide any additional scopes of work as necessary for their integration. Current merchant processing statistics are available upon request to assist in providing the best rates available if the applicant is including a recommended merchant payment processor.
- Vendor will integrate all required utility systems into the Prepay solution. Current systems include Harris NorthStar CIS, SmartWorks (formerly Metersense) MDM, and Milsoft IVR.
- Provide training on system for the utility users and training materials for the utility customers.
- Vendor will assist with setup of all Prepay program within the system.
- Vendor will set up all customer sites and users in the system.
- Vendor will schedule integration partner solution installations and roll out as part of the total project and manage such timelines to assure success, managing time and resources.

Vendors are requested to discuss their approach to each of the Roles and Responsibilities items above. Add additional items that you believe should be included.

General Requirements

1. Multi-platform Support: Support for industry standards as it relates to web, tablet, and mobile platforms (including but not limited to Android and IOS) including applications for such devices and support operating systems.
2. Branding: Interface must be suitably branded for the utility.
3. Integration with Customer Information System: Able to retrieve and display data from CIS (such as billing, payment, balance, usage, and reading) using business / industry standard communication (such as/but not limited to SOAP XML web service) interface.
4. Integration with Outage Management System: Able to provide outage reporting, outage status, and outage resolution information using standard SOAP XML web service interface.
5. Integration with external services, such as weather data: Able to include data from other sources such as weather data (as it pertains to the national weather service specific to the geographical service area for the utility, including all past history timelines) in displays of usage and/or billing information.

Balance and Energy Use Tracking Process

1. Payments made through the vendor mobile application and payment network must update the customer balance in real-time. Vendor must be able to support payments made through additional utility payment networks with the ability to support near-real time posting of usage balance within the prepay system.
2. Vendor solution must support use by both residential and commercial customers. Required functionality includes: viewing current energy usage, reading history, billing history, account balance history, past-due balances and any additional charges and/or fees. (such as deposits/penalty and usage and fee forecasts).

3. Please describe the daily bill calculation: How it is calculated and how is the monthly true up with the utility and our CIS system accomplished?

Payment Monitoring/Reconnect

1. Web portal and mobile app must be capable of integrating with the utility-approved third-party online payment system (through third-party merchant payment processing company), or vendor should provide merchant payment processing services.
2. Describe the vendor-provided option for payment process system for validating payment sources and available funds, processing the payment, and providing notification back regarding payment status, if applicable.
3. Describe which third-party services are available for merchant payment processing, validating payment sources and available funds, and providing notification back regarding payment status.
4. Describe third-party merchant payment processing pricing model.
5. Describe the information provided to the customer regarding account balance required before service is reconnected.
6. All payment and service based information must be available to the consumer through the communication methods identified above (but not limited to): online web portal, mobile app, messaging (text, push notification, email, voice).
7. Describe payment and service based information available through a kiosk and pricing.
8. The Prepay system must identify when account balance requirements have been met and signal the customer is eligible for reconnection.

Account Self-Service

1. User Profile Management: Ability to establish and update a user profile to self-manage the following: password, phone numbers, email addresses, mailing addresses and additional associated accounts for the specific customer, as defined in the above “Consumers personalization” statement.
2. Selection of notification preference(s): Ability to select any or all of available notifications channels including email, text messaging, push notifications, and IVR. (Preference is for selection to be capable of being made by notification message type.)
3. Simple customer registration and subsequent sign-on: Able to register for access with minimal information such as Account / Occ number and Phone Number, or Service Address Street Number, or other such simple yet relevant information as it pertains to specific accounts and customers and subsequent single sign-on process. (Preference is to be able to combine multiple accounts into one sign on if account owner is the same.)
4. Enroll in payment programs: Ability to enroll in payment options, such as CIS Pre-Authorized payment plan or other banking options in addition to a Merchant Provided Autopay by Checking, Savings or Credit Card.
5. Meter Reading: Ability to request a current meter reading with possible billing estimation for the current billing period as it pertains to CIS rules for estimation.
6. FAQs: A searchable resource of Frequently Asked Questions for customer reference which can be associated with the Utility Web Site for a specific PAGE for this option.

Usage History

1. Consumption tables and charts: Ability to provide usage data at the available granularity in tables or visually appealing graphical charts including monthly reading, billing and usage data for non-AMI meter locations.
2. Access to usage history: Utility and customers must have ability to export any data from the site print or in forms such as (but not limited to) pdf, excel, graph, or email.
3. AMI and Non-AMI usage history: Ability to provide past and most current usage data. Provide seasonal, monthly (AMR), weekly and daily (AMI) consumption tracking ability.
4. Integrated weather data: Ability to overlay temperature on consumption data. Temperature data to be accessed from agreed upon source. (Weather inputs based on customer location highly desired such as with the national weather service for the utility geographical area.)
5. Other Billing Determinants or Data: Ability to provide Demand, TOU, Volt-Var, Voltage data as available from AMI system.

Billing/Payments Analysis

1. Ability to view past and current billing data: Past bill viewing as available from CIS.
2. Provide summary and detail of charges: Breakdown of usage and fixed charges with explanations.
3. Provide payment options: Ability to accept multiple forms of payment including, cash, industry standard credit cards (including but not limited to Visa, AMX, MasterCard and Discover), echeck, ACH.
4. Securely store payment information according to PCI standards: Ability to allow customers to save payment method CC/ACH for future payments outside of the utility CIS database.
5. Third-party payment processing support: Vendor should support utility-approved third-party merchant payment processors.
6. Detailed summary of billing history: Provide billing history listing specific reading date's summary including average, high, and low bills over specified period of time.
7. Show projected bills: Ability to estimate future bills based on retrieved meter reading from AMI meters such as (but not limited to) daily, weekly, monthly.
8. Support Prepayment: Provide support for and suitable adjustment of data presentation for prepayment customers. (Bidder should make the distinction of whether they support prepayment data presentation provided by another system or if they directly support the offering of prepayment.)
9. Support Time-of-Use pricing: Ability to show/provide time-of-use pricing. Expectation is to provide information that is managed and supported by the CIS.

Customer Communications

1. Solution must have the ability to set alerts to notify users when their projected energy costs are likely to exceed their available credit balance (e.g. "1 week's credit remaining" or "1 day's credit remaining"). *as defined in the above "Consumers personalization" statement.
2. Vendor solution must be capable of supporting utility specific messages and notifications. In addition to specific delivery schedules and options of repeated delivery notifications if so decided.
3. Minimum Alert types required:

- o Billing alert
- o Payment reminders
- o Delinquent notices
- o High bill alert
- o Outage (planned and unplanned)
- o Outage restored
- o Usage vs. Threshold: Ability to display a message indicating how much energy a customer has used compared to their set threshold, or goal
- o Demand response: Ability to add demand response messages in the future
- o Custom Messages: Ability for utility to configure and offer other messages as determined

Disconnect/Reconnect Process

- All disconnects will be processed at a predetermined time each day as specified by the utility.
- Reconnects will be processed within 5 minutes of reconnect requirements having been satisfied.
- Utility will have the ability to prevent disconnects by day of the week (i.e. weekends) and holidays or based on standards as defined by temperature highs/lows.
- Failed disconnect/reconnect attempts will be re-sent at least 3 times before being reported as a failure.
- Any failures will be reported via an email distribution list within 5 minutes after the last failed retry and be presented within the vendor's system.
- A Reconnect All feature will be provided to allow for all currently disconnected meters to be reconnected programmatically.
- A Reconnect Today feature will be provided to allow for only those meters disconnected today be reconnected programmatically.

Outage and Restoration

- Integrate with Outage Management System to submit outages: Ability for customer to submit outage events.
- Enroll in outage notifications: Allow customer to subscribe to outage notifications per the customer desired communications channel.
- Display outage information: Ability for system to display logged in user specific outage events and current status.
- Outage Map: Display map of current outages.
- Multiple views on map: Provide a tabular listing of current outages that includes the location, time of outage, # of customers affected, and estimated restoration time.
- Streetlight Outage Reporting: Ability for customer to submit streetlight outage events.

Efficiency Tools

- Provide energy efficiency tools: Ability to provide energy saving tools to help customers save energy and money.
- Personalized messaging: Deliver personalized energy saving and educational tip if customer OPT's in for such information delivery as defined in the above "Consumers personalization" statement.

- Enroll in energy programs: Ability to view and sign up for energy efficiency programs, as well as opt-out at any time.

Portal

- Notification Tracking: Ability to sort and view all notifications sent to customer
- CSR Dashboard Display: Ability for CSR to display detailed customer account information, usage data, payment history, etc.
- Outbound communication tools: Ability to print and send account information, including graphs and tables, to customers via email.
- Customizable reports: Ability to generate customized reports. Reports to be developed through vendor support, utility tools, or custom queries.
- Customer-utility interaction and Campaign Tracking: Report feedback on customer behavior, including portal views, page views, emails opened, social media interactions, and text messages received, etc.
- Campaign effectiveness reports: Ability to create, send emails and track results of an email campaign.
- Audit tracking: Ability to maintain an audit trail of any changes made to customer information made through the vendor channels. Audit information to include user, date, and time of changes as well as original data that was changed.
- Customizable Admin Settings: Provide flexibility to change campaigns and customer portal settings immediately from the Admin/Manager Portal.
- Real-time payment reports: Provide real time view of pending payments.
- Various report formats: Ability to publish reports in different formats, including text, graphs, tables, excel, etc.
- Account Management: Ability to capture customer contact information. Requires ability to update CIS data as well.

MDM

- Provide the ability to consume and store usage data from an AMI headend system to include:
 - Daily Register reads
 - Interval data (15 minute increments)
 - Perform VE&E
 - Provide detailed reporting capability

Program Exit

1. Please describe in detail what occurs when a customer chooses to exit the Prepay program in addition to any integration interfaces accessed while in the Prepay program.
2. Provide information for ongoing customer account management and program evaluation.
3. Must have the ability to update the account of record to reflect the change to traditional billing and re-instate the dunning attributes that were waived or removed for prepay.
4. Auto unenroll customers who remain disconnected more than 7 days and report to CIS.

Technical

- Uptime of 99.5% or better.
- Scaled to support up to 300-500k active accounts at any given time with no degradation in responsiveness.
- Use industry standard security and encryption practices.

Perspective Vendor Matrix

Please answer YES or NO to each of the following:

- _____ Do you have an existing relationship with our current proprietary CIS Application vendor, NorthStar Utilities?
- _____ Have you been providing prepay and/or merchant processing services for 5 years?
- _____ Have you successfully deployed prepay and/or merchant processing services to 25 or more utilities?
- _____ Do you support multi-service bill allocation?
- _____ Do you support Cloud reconciliation?
- _____ Do you support Milsoft IVR integration (or your own IVR solution)?
- _____ Does your solution provide native ability to enforce Pre-Paid specific business rules through a configuration management dashboard?
- _____ Does your solution support customer ability to opt-in and opt-out of notification options?
- _____ Does your solution support multiple industry standard methods for customer communication?
- _____ Does your solution allow for personalization of consumer notification?
- _____ Does your solution support multiple payment methods?
- _____ Does your solution provide usage monitoring access for post-pay customers?
- _____ Does your solution support an IVR Voice Call load of 20,000 messages per day and peak load of 16,000 messages within a 3-hour time frame?
- _____ Does your solution support both PCI Compliant secure messages and VOIP for non-secure messages?
- _____ Is your solution capable of being implemented within 3 months including selected integration partner applications?
- _____ Does your solution ensure and explain ADA compliance?
- _____ Is your product a turnkey solution hosted on private servers?
- _____ Is your product internally tested to ensure functionality?
- _____ Do you provide 24/7 support for critical issues, with a minimum of 1-hour turnaround time?
- _____ Does your product integrate with third-party merchant payment processors?
- _____ Will vendor oversee integration of all required utility systems into the Prepay solution?
- _____ Will vendor provide training and materials on prepay system for the utility users?
- _____ Will vendor assist with setup of all Prepay programs within the system?
- _____ Will vendor set up all customer sites and users in the system?
- _____ Will vendor schedule integration partner solution installations and roll out as part of the total project and manage such timelines to assure success, managing time and resources?

SECTION 3 – PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. General Instructions

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original paper copy and two (2) additional paper copies of each proposal and submitted to:

Mary Beth Bowman
Director of Commerce
City of North Little Rock
120 Main Street
North Little Rock, AR 72114
Hours of operation 8:00 AM to 4:30 PM Monday – Friday.

No other distribution of the proposals shall be made by the Offeror.

Questions related to the Scope of Work should be directed to: tjwilliams@nlr.ar.gov

All questions must be submitted in writing via email. Responses to relevant questions will be posted on the City's webpage at www.nlr.ar.gov, click on the tab "Business", click on "Bids and Vendors", then click on "Current Bids".

2. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the City requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. All Proposals must be in a sealed envelope or box and clearly marked on the outside: **"Sealed Proposal RFP 18-3524 – Utility Pre-Pay Project RFP"**. Proposals shall clearly indicate the name and address of the offeror (company, firm, partnership, individual). All expenses for making Proposals to the City shall be borne by the offeror. **All Proposals shall be received by Monday, April 2, 2018, 10:00 A.M.** Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means. Proposers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. Any Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

c. Definitions

Contractor or Vendor – The successful offeror who enters into a contract with the City to provide the product and services as specified in this RFP.

City – Wherever the word “City” appears, it shall be understood to mean the City of North Little Rock, Arkansas.

Offeror – Wherever the word “offeror” appears, it shall be understood to mean the firm or individual submitting the proposal in regards to the RFP.

Owner – Whenever the word “owner” appears, it shall be understood to mean the City of North Little Rock.

- d. Offerors are responsible for familiarizing themselves with the requirements for this RFP, and terms and conditions of this procurement.
- e. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- f. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered.
- g. Each copy of the proposal should be contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- h. Ownership of all data, materials, and documentation originated and prepared for the City of North Little Rock pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with Arkansas’s Freedom of Information Act.

B. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so that the City of North Little Rock may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- 1. Return the RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
- 2. Offeror’s Price Sheet.
- 3. Experience:

Describe your company's experience in providing the product and services described herein. Specifically describe your experience in providing services to municipalities and with agencies in the State of Arkansas; include the size of your company.

SECTION 4 – SPECIAL TERMS AND CONDITIONS

A. RFP Proposal and Clarification

The City reserves the right to request clarification of information submitted and to request additional information of one or more offerors. Each offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing to: tjwilliams@nlr.ar.gov no later than March 26, 2018, 1:00 P.M. The City shall not be responsible for oral interpretations given by any employee, representative, or others. The interpretation, clarification, or additional information can be given by the City's Commerce Director or designated official.

B. Contract Forms

The contract entered into by the City and the Contractor shall consist of all of the Request For Proposal, any addendum issued, the proposal submitted by the Contractor, the signed contract (Attachment B for anticipated contract terms) and any approved change issued, all of which shall be referred to collectively as the Contract Documents.

The contract resulting from this RFP shall be for products and services described in the scope of work of this RFP. Any contract resulting from this RFP shall be for a one (1) year term.

Nothing herein, or in the process, shall be construed as having obligated the City to pay for any expenses incurred by respondents to this RFP in preparing and submitting its proposal or for any presentations or demonstrations of their product to the City.

C. Contract Changes

No verbal agreement or conversation with any officer, agent or employee of the City either before or after execution of the contract resulting from this Request for Proposal (RFP), RFP Addendum or follow-on negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

D. Assignment of Interest

The Contractor shall not assign any interest in the resulting Contract and shall not transfer any interest in the same without prior written consent of the City, of which the City shall be under no obligation to grant.

E. Release of Data

No reports, information or data given to or prepared by the Contractor under the resulting Contract shall be made available to any individual or organization by the Contractor without the prior written approval of the City, which approval the City shall be under no obligation to grant.

F. Release and Ownership of Information

The City reserves its rights of ownership to all material given to the Contractor by the City and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this RFP.

G. Utilization of Information

As may be allowed by law, any information, ideas, or concepts that the City receives during the procurement process from any offeror's written proposal, any discussion or interview with the offeror or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of the City.

SECTION 5 – STANDARD PROPOSAL INFORMATION

Authorized Signature

An individual authorized to bind the proposer to the provisions of the RFP must sign the proposal.

Conflict of Interest

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the services specified in this RFP.

The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the proposer's proposal. The City's determination regarding any questions of conflict of interest is final.

Collusion

The Proposer shall certify that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City department. The Proposer certifies that it is in compliance with the conflict of interest law. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

Public Records

Proposer understands that the proposal is a "public record", and the public shall have access to all documents and information pertaining the Response and the RFP, subject to the provisions of

Arkansas' FOIA. The Proposer, by submitting a proposal, acknowledges that the City may provide public access to and/or copies of all documents subject to disclosure under applicable law.

Nondiscrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

Proposer's Certification

By signature on the proposal, the proposer certifies that it complies with:

- The laws of the state of Arkansas.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.

If any Contractor fails to comply with the provisions stated in this paragraph, the City reserve the right to reject the proposal, terminate the contract, or consider the contractor in default.

No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify the Contractor from this procurement.

I certify that I have reviewed the RFP and have a complete understanding of the specifications. I am authorized as a responsible representative to sign for the Proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Business Name: _____ FEIN: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Email Address of Contact: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

GENERAL TERMS AND CONDITIONS FOR THE CITY OF NORTH LITTLE ROCK, AR

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
2. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
5. The City reserves the right to reject any and all bids.
6. The Purchasing office reserves the right to award items, all or none, or by line item(s).
7. Quality, time and probability of performance may be factors in making an award.
8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Department of Commerce.
9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.
13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Department of Commerce..
14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.
15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
16. Bids will not be considered if they are:
 1. Submitted after the bid's opening time.
 2. Submitted electronically or faxed (unless authorized by Purchasing Agent).
17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.

18. **CONSTRUCTION**

- A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
- B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
- C. A Performance Bond equaling the total amount of any bid exceeding \$20,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Arkansas Code Annotated Section 22-9-203).

19. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.

20. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.

21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.

22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.

23. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.

24. Additional information or bid forms may be obtained from:
COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881
www.nlr.ar.gov

Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, bids must be sealed and mailed or delivered to:

**Mary Beth Bowman
Director of Commerce
120 Main Street (P.O. Box 5757)
North Little Rock, AR 72119**

ANTICIPATED CONTRACT TERMS

Upon selection of the Vendor, the City and the selected Vendor shall negotiate a Software as a Service Agreement (SaaS) and a Cloud Service Agreement or Service Level Agreement (CSA or SLA), which will be included in the “Contract Documents.” Contract shall include, without limitation, the following terms:

Content

- Details about the availability of the SaaS software and services;
- Technical details about the hosting;
- Details about the support and maintenance of the software itself.

Minimum Requirement

Without limitation, the CSA should contain details regarding the following provisions:

- Location of the data center, who is operating the data center;
- Guaranteed availability of the services and software, *e.g.*, system uptime, performance benchmarks;
- Warranties and representations;
- Compensation;
- Business continuity options, *e.g.*, does SaaS supplier use a third party hosting provider, which is, an escrow agent; modification of any agreement with a third party hosting provider to include the City as a Party;
- Timing of and prior notice of maintenance, *e.g.*, maintenance windows and potential downtime;
- Procedure for dealing with upgrades and maintenance of software;
- Description of the security provisions at the hosting center and the technical infrastructure, including, but not limited to, (1) details of the firewalls and cryptology used, (2) obligation of the supplier to notify the City of security breaches or data loss, (3) restrictions on access to passwords, and (4) information about virus protection mechanisms;
- Problem response and resolution times;
- Customer support description and support hours, including, but not limited to, (1) when duty to act starts, and (2) nature and severity of the problem;
- Provision of service availability reports;
- Ownership of data, *i.e.*, the City owns all data entered and withdrawn into and from the service in perpetuity, which applies from one SaaS supplier to another
- Audit rights, including, but not limited to, financial reporting;
- Insurance and Performance Bond;

- Frequent backup of customer data, and data to be stored in exportable formats;
- Protection against third party claims that processing is illegal;
- Protection against third party claims that the SaaS supplier was not processing data in accordance with its instructions or the terms of the SaaS agreement;
- Disaster recovery provisions;
- Force majeure;
- Termination;
- Right to terminate for breaches of the CSA;
- Intellectual property rights;
- Return of data;
- Service credits for breaches of the CSA
- Jurisdiction and choice of law.

The selected Vendor may provide a proposed agreement for consideration, but the City is under no obligation to use the selected Vendor's agreement.