



Request for Proposals # RFP 274-2023-310-5245

Title: Raleigh Water Customer Portal

Issue Date: July 19, 2023

Due Date: Wednesday August 23, 2023
not later than 12:00 noon EST

LATE PROPOSALS WILL NOT BE ACCEPTED

Issuing Department: Raleigh Water, Customer Care & Billing

Direct all inquiries concerning this RFP to:

Charisse Green, Project Manager

Email: Charisse.green@raleighnc.gov

Table of Contents

1.	Introduction	2
1.1	Purpose	2
1.2	Background	3
1.3	RFP Timeline	3
1.4	Pre-Proposal Conference/Demos	4
1.5	Proposal Question.....	4
1.6	Proposal Submission Requirements & Contact Information	5
1.7	MWBE Participation Form	6
1.8	Rights to Submitted Material	6
1.9	Communications.....	7
1.10	Lobbying	7
1.11	Conflicts of Interest	7
1.12	Proposer Expenses.....	8
1.13	Proposer Acceptance	8
2.	Proposals	9
2.1	Request for Proposals Required Document Format.....	9
2.2	RFP Documents	13
3.	Proposal Evaluation	13
3.1	Proposal Evaluation Criteria (Stage 1)	13
3.2	Demonstration (Stage 2)	14
3.3	Final Selection	14
3.4	Notice to Proposers Regarding RFP Terms & Conditions.....	14
3.5	Contract Term.....	15
4.	Scope of Services	15
4.1	RW Application Architecture	15
4.2	Functional Requirements Matrix	15
4.3	Communications and Reporting.....	16
	Appendix I – Proposal Cost Form	17
	Appendix II – Proposer Questionnaire	18
	Appendix III – Reference Questionnaire (Instructions)	19
	Appendix III – Reference Questionnaire Form.....	20
	Appendix IV – MWBE Participation Form	22
	Appendix V – Contract Standard Terms & Conditions.....	23
	Appendix VI – Exceptions to RFP	30
	Appendix VII Functional Requirements Matrix	32

1 INTRODUCTION

1.1 Purpose

The City of Raleigh (COR) Raleigh Water (RW) is soliciting proposals from one or more firm(s) with which to contract for the following services:

To replace the existing customer web self-service portal with a new cloud-based customer service portal for Raleigh Water customers. Portal must be able to integrate with Oracle's Customer Care & Billing, either on premise and/or to the cloud, provide seamless real-time integration with a third-party payment processor. Paymentus is the current payment processor, but the proposer may offer internal payment processing functionality for future implementation. Existing functionality includes but is not limited to:

- account information (balance, last bill date, due date)
- two years of bill history
- accounts by balance due amounts
- PDF copies of bills
- two years of financial history
- two years of correspondence history
- payment processing for registered users
- one-time payment processing for unregistered users
- auto pay enrollment (via credit card or bank)
- ebill/paperless billing enrollment
- budget billing enrollment
- payment plan sign up
- contact us option via email
- start/stop/transfer service
- utility assistance contribution program
- contact information update
- password reset

A detailed list of requirements is provided in Appendix VII, Requirements Matrix in Section 4 of this document.

All information related to this solicitation, including any addenda, will be posted to the North Carolina electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Charisse Green, Technology Project Manager	Charisse.green@raleighnc.gov

Questions submitted via telephone will not be answered.

1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21st Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21st Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

Raleigh Water utilizes Oracle's CC&B application to bill monthly approximately 200,000 accounts for utility services in Raleigh and six merger communities for any combination of water, wastewater, irrigation, reuse, solid waste, recycling, yard waste and stormwater. The current web self-service customer portal is integrated with CC&B 2.8 using web services and integrates with Paymentus payment processor via iFrame and has been highly customized, designed and developed in-house over the past thirteen plus years. Raleigh Water is soliciting proposals for an on-going partner to provide a turn-key solution for functional and technical design and development of a new hosted cloud-based customer portal providing existing customer functionality plus enhancements. Raleigh Water is requiring a solution that provides out-of-the-box existing functionality.

1.3 Request for Proposal (RFP) Timeline

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the service. All times shown are Eastern Time (EST):

RFP Process	
RFP Advertisement Date	Wednesday, July 19, 2023
Deadline for Written Questions	Wednesday, July 26, 2023 by 12:00 noon
City Response to Questions (anticipated)	Wednesday, August 09, 2023
Proposal Due Date and Time	Wednesday, August 23, 2023 by 12:00 noon
Evaluation Meeting (anticipated)	Wednesday, September 13, 2023
Product Demos (tentative)	Tuesday 9/26/23 - Thursday 9/28/23 Raleigh Water location to be determined Raleigh, NC
Selection Announced (tentative)	October 17, 2023

1.4 **Pre-Proposal Conference – Product Demos**

There will not be a pre-proposal conference.

After evaluation, Raleigh Water will prepare a short-list of proposers based on the scoring matrix. Those proposers will be required to provide an on-site live **base product** demonstration of their customer portal functionality. Proposers will demonstrate how their product/solution will interface with CC&B and meets the scope of work requirements in Addendum VII, Requirements Matrix. Proposers must identify and explain any custom/non-base features.

Proposers attending demos must bring subject matter experts such as Systems Architects, Business Systems Analysts, etc., which have hands on experience in an implementation.

Date, time, and location of demonstrations is shown above in the RFP timeline (Section 1.3).

1.5 **Proposal Questions**

Requests for clarification and questions to this RFP must be received by the City no later than the date shown above in the RFP Timeline (Section 1.3) for the submittal of written inquires. The firm's failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the firm's acceptance

of all City's terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to North Carolina electronic Vendor Portal (eVP). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFP.

It is important that all Respondents submitting to this RFP periodically check the eVP for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Charisse Green, Technology Project Manager	Charisse.green@raleighnc.gov

Questions submitted via telephone will not be answered.

1.6 Proposal Submission Requirements and Contact Information

Proposals must follow the format as defined in Section 2 (PROPOSALS), and be addressed and submitted as follows:

<u>DELIVERED BY US POSTAL SERVICE MAIL:</u>	<u>DELIVERED BY OTHER DELIVERY SERVICES:</u>
City of Raleigh ATTN: Charisse Green, Technology Project Manager One Exchange Plaza Suite 900 Raleigh NC 27601 RFQ No. #274-2023-310-5245	City of Raleigh ATTN: Charisse Green, Technology Project Manager One Exchange Plaza Suite 900 Raleigh NC 27601 RFQ No. #274-2023-310-5245

Proposals must be enclosed in an envelope or package and clearly marked on the outside with the name of the submitting company, the RFP number, and the RFP Title.

Proposers must submit:

- A. one (1) signed original
- B. one (1) electronic version of the signed proposal
- C. and four (4) copies of the signed proposal

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a USB Flash Drive. Both hard copy and electronic versions must be received by the City on or before the RFP due date and time provided in RFP Timeline (Section 1.3). Proposals received after the RFP due date and

time will not be considered and will be returned unopened to the return address on the submission envelope or package.

Any requirements in the RFP that cannot be met must be indicated on Appendix VI: Exceptions to the RFP and submitted with the proposal. **Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh.** The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the firm elects to mail in its response, the firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in the RFP Timeline (Section 1.3). Regardless of the delivery method, it is the responsibility of the firm to ensure that their proposal arrives at the designated location specified in this Section by the due date and time specified in the RFP Timeline (Section 1.3).

1.7 MWBE Participation Form

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

Complete and submit the MWBE Participation Form (Appendix IV) with your proposal.

1.8 Rights to Submitted Material

All proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. **Any proprietary data must be clearly marked.** In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for Proposals. Proposals marked entirely as "confidential", "proprietary", or "trade secret" will be considered non-responsive and will be removed from the evaluation process.

1.9 Communications

All communications of any nature regarding this RFP with any City staff, elected City officials, evaluation committee members, are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the

individual designated in Section 1.1 (Purpose), prior to the deadline provided in the RFP Timeline (Section 1.3). Violation of this provision may result in the firm's proposal being removed from consideration.

1.10 Lobbying

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFP.

1.11 Conflicts of Interest

City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or a firm which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a criminal statute for conflicts of interest in public contracting. N.C.G.S. § 14-234(a):

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased

by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person.

1.12 Proposer Expenses

The City of Raleigh will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the awarding authority for each entity has formally accepted a recommendation.

1.13 Proposer Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix VI Exceptions to RFP and submitted with proposal. Furthermore, the City of Raleigh is not bound to accept a proposal on the basis of lowest price, and further, the City of Raleigh has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities and reserves the right to re-advertise this RFP with either the identical or revised scope and specifications if it is deemed to be in the best interests of the City of Raleigh to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the best interest of the City of Raleigh to do so. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Raleigh.

2 PROPOSALS

Responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any proposal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

2.1 Request for Proposals Required Document Format

Responses should be bound in a binder (i.e., 3-ring binder, etc.) and divided using tabs to separate each section, listed sequentially as follows:

- each tab should be numbered and labeled appropriately
- the beginning of each tab section should list the specific RFP requirements of that section for easy review/determination of compliance
- pages should be numbered
- proposals shall be a minimum of 12 points font with maximum number of 50 pages

Tab 1: Cover Letter

Provide an introduction letter summarizing the unique proposal of your firm to meet the needs of this service requirement. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Additionally, include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation

Tab 2: Corporate Background and Experience

Background:

Include a one-page overview of the firm's experience with a similar project including the below information:

- Key functionality implemented
- Length of project with key milestones noted
- Team roles
- Lessons learned
- Provide at least three (3) references
 - Contact persons, firm, telephone number and email address (see appendix II and III)

The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

Tab 3: Financial Information

Review and provide one of the following three (3) financial statement options:

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP)).

OR

1. Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement)

and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

OR

2. Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that EACH PAGE is marked as follows: "CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION. "

"Recent" shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

Consolidated financial statements of the Proposer's parent or related corporation/business entity shall not be considered, unless: (1) the Proposer's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements, (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The firm's failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating the financial strength of the firm.

Tab 4: Project Understanding, Approach and Schedule

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

See Section 4.5 under Scope of Work for more information.

- Appendix VII, Requirements Matrix

Update Appendix VII, Requirements Matrix, by entering a response code (see below) for each requirement listed. Include Appendix VII in Tab 4 of proposal.

Response Code	Definition of Response	Action Required by Vendor
Y	Yes, feature is included in base system without software modifications or additional fees	None
N	No, feature is not and cannot be made available within the Vendor's software product line	None
P	Partial solution is currently available within the Vendor's software product line	Describe what portions of the feature are unavailable.
O	Optional component of the base system or related product that can be made available for additional fees	Describe the means by which the option can be made available to users of the system, including incremental cost or custom development.

- Project Approach and Schedule

Provide a comprehensive narrative, outline, and/or graph describing your project management methodology and approach to accomplishing the requirements listed in Appendix VII, Requirements Matrix, including but not limited to:

- Project Management
 - Project initiation
 - Conduct project kick-off activities and ensure thorough project communication with project stakeholders and team members
 - Project delivery methodology consistent with the Project Management Institute's PMBOK guidelines
 - Schedule and facilitate weekly project status meetings with all relevant parties and stakeholders
 - Prepare, distribute & communicate weekly status reports, action items, opened and closed issues, critical paths, and related project reports
 - Develop and maintain a detailed project plan, task plan, schedule, and communications plan
 - Manage project scope and respond to change requests through a Project Change Request process
 - Define and manage the escalation process
- Application Configuration, including security roles, change management controls, dashboards
- Data Migration / Conversion of City user IDs
- Interface design, development, and implementation methodology (deliverables)
- Reports and business intelligence ("BI") tools
- Product Testing Strategy, including:
- Functional, system and integration testing, support of user acceptance testing (UAT)

- Performance testing
- Training of all City users, including materials and delivery (not Train-the-Trainer)
- Go-Live Methodology and Support
- Post Go-Live Methodology and Support

Tab 5: Project Staffing, Experience and Certifications

Project team must have experience with CCB integration. Project Team may be required to be on-site up to 80% per week depending on project needs.

- Provide list of project team positions, specific roles and responsibilities, and reporting relationships of each team member during the implementation project
- Include years of experience with proposed product, CCB implementation experience, number of implementations, any awards/certifications, etc.
- Provide list of expected City of Raleigh positions including their roles and responsibilities during the implementation project

Tab 6: Cost

In a separate sealed envelope provide a minimum of 8 complete copies of cost schedule. Hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation). Attach any additional pricing details.

Tab 7: RFP Exceptions

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

Tab 8: MWBE Participation Form

Proposer must complete Appendix IV and include in proposal.

2.2 RFP Documents

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

3 PROPOSAL EVALUATION

3.1 Proposal Evaluation Criteria (Stage 1)

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

Proposers selected for interviews/demonstrations under this section will be notified in writing of the date and time. The Proposers' interview/demonstrations shall be based

solely upon information provided in each Proposer's original proposal. No new information may be presented.

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Corporate Background and Experience	10		
CCB Experience	15		
Project Understanding and Approach	35		
Team Experience	25		
Proposed Cost	15		
Total Score (without demonstration)	100		
Demonstration (if applicable)	20		
Final Score (with demonstration)	120		

Score Points

- 0- Missing or Does Not Meet Expectation
- 1- Partially Meets Expectation
- 2- Meets Expectation
- 3- Exceeds Expectation

Cost Formula: The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the following formula:

$$1 - \frac{B - A}{A} \times C = D$$

A—the lowest Proposer's cost.

B—the Proposer's cost being scored.

C—the maximum number of cost points available.

D—Proposer's cost score (points).

Note: If the formula results in a negative number (which will occur when the Offeror's cost is more than twice the lowest cost), zero points shall be assigned.

3.2 In Person Demonstration (Stage 2)

After evaluation, Raleigh Water will prepare a short-list of proposers based on the scoring matrix. Those proposers will be required to provide an on-site live **base product** demonstration of their customer portal functionality. Proposers will demonstrate how their product/solution will interface with CC&B and meets the scope of work requirements in Addendum VII, Requirements Matrix. Proposers must identify and explain any custom/non-base features.

Proposers attending demos must bring subject matter experts such as Systems Architects, Business Systems Analysts, etc., which have hands on experience in an implementation.

Date, time, and location of demonstrations is shown above in the RFP timeline (Section 1.3).

3.3 Final Selection

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in Section 3.1. Either a final selection for recommendation will be made at this time or the short-list of firms will be invited to participate in Stage 2 of the evaluation process. If Stage 2 is implemented, each firm will be evaluated and assigned a score to determine the best firm for recommendation.

After which negotiations of a contract with the most qualified firm will commence. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. All Proposers will be notified of their standing immediately following the City's decision.

The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

3.4 Notice to Proposers Regarding RFP Terms and Conditions

It shall be the Proposer's responsibility to read the Instructions, the City's Standard Contract Terms and Conditions (Appendix V), all relevant exhibits, attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

3.5 Contract Term

The Contract shall have a term of five (5) years, beginning on the date of the Contract award (the "Effective Date").

4 SCOPE OF SERVICES

Awarded Contractor shall provide services, all as set forth in this RFP and more particularly described in this Section 4.

This procurement is for the complete software license and professional services for the implementation of a Raleigh Water Customer Self-Service Portal SaaS solution. The successful Proposer's solution will address all required elements in the RFP.

Proposers must complete Appendix VII, Requirements Matrix and include in Tab 4.

4.1 RW Application Architecture

- Oracle CC&B CS (Oracle's SaaS Solution)
 - Two-way interface for the Customer Portal to send and receive information about customer accounts, program eligibility and sign-up, field work scheduling, billing data, and other detail available in the CC&B billing system
- Paymentus
 - Two-way interface for payment processing. Customers are able to make real-time payments through the current WSS customer portal
- Professional Mail Services Inc (PMSI)
 - Hosted bill/letter print vendor with ability to view, download and/or print documents associated to a customer's account through a URL
- Melissa Address Validation
 - Validation of mailing addresses

4.2 Functional Requirements Matrix

Raleigh Water has included Appendix VII, Requirements Matrix.

Each Proposer must complete the matrix by entering a response code below for each requirement. Add comments to briefly explain your response if necessary.

Response Code	Definition of Response	Action Required by Vendor
Y	Yes, feature is included in base system without software modifications or additional fees	None
N	No, feature is not and cannot be made available within the Vendor's software product line	None
P	Partial solution is currently available within the Vendor's software product line	Describe what portions of the feature are unavailable.
O	Optional component of the base system or related product that can be made available for additional fees	Describe the means by which the option can be made available to users of the system, including incremental cost or custom development.

4.3 Communications and Reporting

Proposers shall provide a written narrative demonstrating their approach/plan for communications and reporting during the project. Please provide:

- Proposed method and activities for reporting on project performance including key performance indicators
- Proposed method and activities for routine project communication and coordination with CoR staff
- Proposed method and activities for communication and coordination with stakeholders
- Proposed method and activities for communicating and coordination of change to the customer (provide comprehensive marketing plan)

APPENDIX I

PROPOSAL COST FORM

Awarded Contractor shall perform the services to be performed as set forth in this RFP and more particularly described in Section 4 for a not to exceed total contract amount of

\$ _____

Proposer shall attach proposal cost breakdown to this Appendix I Proposal Cost Form. Breakdown should include:

- Annual subscription/licenses costs
- Implementation costs
- Any additional costs to fully use product functionality (i.e., customer notifications, SMS)

Firm Name: _____

Authorized Signature _____ Date _____

Signed by: _____
[Type or Print Name]

Title of Signer: _____

APPENDIX II PROPOSER QUESTIONNAIRE

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:		State:	Zip:
Phone:		Fax:	E-Mail:
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other			
Number of years in business under company's present name:			
Fed Tax ID #:		DUNS #	
Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>			
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work?			
YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS			
Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
Contact for this Contract:		Title:	
Phone:		Fax:	E-Mail:
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. <u>Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references.</u> PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.			
1.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
2.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
3.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
4.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
5.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:		Date:	

APPENDIX III
REFERENCE QUESTIONNAIRE
(Instructions)

RFP #2023-5245-310
Raleigh Water Customer Portal

The City of Raleigh, as a part of the RFP, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of the references is to document the experience of the proposer relevant to the scope of services and assist in the evaluation process.

- The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process.
- The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.
- It is the Proposer's responsibility to verify their references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

APPENDIX III

REFERENCE QUESTIONNAIRE FORM

RFP #2023-5245-310
Raleigh Water Customer Portal

(Name of Business Requesting Reference)

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, Charisse Green, via email to Charisse.green@raleighnc.gov no later than 12:00 pm EST, August 23, 2023, and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

Company Providing Reference

Contact Name and Title/Position

Contact Telephone Number

Contact Email Address

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this company's knowledge and expertise?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

3. How would you rate the company's flexibility relative to changes in the scope and timelines?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?
☐ 3= Excellent ☐ 2= Satisfactory ☐ 1= Unsatisfactory ☐ 0= Unacceptable

Comments:

5. How would you rate the dynamics/interaction between the company and your staff?
☐ 3= Excellent ☐ 2= Satisfactory ☐ 1= Unsatisfactory ☐ 0= Unacceptable

Comments:

6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____

Comments:

7. With which aspect(s) of this company's services are you most satisfied?

Comments:

8. With which aspect(s) of this company's services are you least satisfied?

Comments:

9. Would you recommend this company's services to your organization again?

Comments:

APPENDIX IV

MWBE PARTICIPATION FORM

IDENTIFICATION OF MWBE PARTICIPATION FOR FORMAL CONTRACTS

Contract amount is ≥ (greater than or equal to) \$300,000.00

This Identification of MWBE Participation Form is for the purpose of capturing information regarding the utilization of MWBEs and other subcontractors and suppliers on Formal City Contracts. MWBE participation is encouraged for all City of Raleigh contracting opportunities. Please refer to the City's MWBE Policy for any contract specific requirements. *Copy this Form as needed.*

COMPANY NAME			
PROJECT NAME			
PROJECT NUMBER		CITY DEPARTMENT	
CONTRACT TYPE	<input type="checkbox"/> Services <input type="checkbox"/> Other _____ *		
<input type="checkbox"/> PRIME IS MWBE	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	RFP SUBMITTAL DATE	

MWBE Classifications:

American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

☐ **WORK TO BE SELF-PERFORMED**

Check this box only if you intend to perform 100% of the work for this Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work for this Contract with your own current work forces.

MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use for this Contract regardless of dollar amount.

Company Name	MWBE Classification*	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

*MWBE Classifications:

American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Total Estimated MWBE Utilization*

\$ _____

Total Proposal Amount*

\$ _____

Percent Estimated MWBE Utilization*

_____ %

(Total Estimated MWBE Utilization divided by Total Bid Amount)

APPENDIX V

CONTRACT STANDARD TERMS AND CONDITIONS

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City of Raleigh reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City of Raleigh contract provisions.

1. **Compensation; Time of Payment**

The standard City of Raleigh payment term is NET 30 days from the date of invoice. For prompt payment all invoices should be emailed to (accountspayable@raleighnc.gov) or mail to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. **Workmanship and Quality of Services**

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

3. **Non-discrimination**

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

4. **Minority and Women Owned Business Enterprise**

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

5. Assignment

This Contract may not be assigned without the express written consent of the City.

6. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

7. Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

Additional Insured – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

Certificate of Insurance – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or

written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590**

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager.

8. Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

9. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets

invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

10. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

11. Advertising

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

12. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

13. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective

upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

14. Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

15. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

16. Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

17. Right to Audit and Access to Records

a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.

b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation

to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.

- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

18. E – Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. § 64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 et seq.

19. Iran Divestment Act Certification

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

20. Companies Boycotting Israel Divestment Act Certification

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

APPENDIX VI

EXCEPTIONS TO THE RFP

CHECK ONE:

- ☐ NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.
- ☐ EXCEPTIONS ARE LISTED BELOW:

RFP Page #, Section, Name, Title, Item #	Exceptions (Describe nature of Exception)	Explain Why This is an Issue	Proposed Alternative	Indicate if exception is Negotiable (N), or Non-negotiable (NN)

FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.

n:	Authorized Signature:	Title:
ted Name of Signer:	Date:	

Appendix VII - Raleigh Requirements Matrix

For each item in the Requirements Matrix, enter a Response Code by selecting one the responses below. Add comments to briefly explain your response if necessary.

Response Code	Definition of Response	Action Required by Vendor
Y	Yes, feature is included in base system without software modifications or additional fees	None
N	No, feature is not and cannot be made available within the Vendor's software product line	None
P	Partial solution is currently available within the Vendor's software product line	Describe what portions of the feature are unavailable.
O	Optional component of the base system or related product that can be made available for additional fees	Describe the means by which the option can be made available to users of the system, including incremental cost or custom development.

#	Requirement	Response Code (Y,N,P,O)	Briefly explain your response
1	In compliance with the Americans with Disabilities Act Standards for Accessible Design (ADA).		
2	Ability for customers to create their own username and password within presented format rules		
3	Ability to register and view all accounts linked to a particular person without them having to enroll each account individually		
4	Ability to register and view all accounts linked to multiple persons (customer names)		
5	Ability to create logins for customers with or without an associated CoR utility account		
6	Ability to set up and search by nickname for each account		
7	Ability for customers to enter an authorized user		
8	Ability for CoR to configure the display notification messages real time to customers upon login (user defined messages based on customer, premises, and other account specific information).		
9	Ability to display/sort list of accounts according to customer preference (by due date, active/inactive, by amount due, alphabetically by address, etc.)		
10	Ability to display all account information (premise, services, payments, bills, usage etc.)		
11	Ability to display or suppress account information to a customer based on account attributes (i.e., active/inactive)		
12	Ability to display bill history by month		
13	Ability to display meter read history by month and by service type		

#	Requirement	Response Code (Y,N,P,O)	Briefly explain your response
14	Ability to display billed consumption history by month and by service type		
15	Ability to display account balance to customer		
16	Ability to display payment history to customer		
17	Ability to display collection information to customer		
18	Ability to display Raleigh Water responses to a customer help request via the portal		
19	Ability to display digital bill inserts to customers who receive e-bills		
20	Ability to display a minimum of 2 years of PDF bills and correspondence		
21	Ability to display a minimum of 2 years billing history with option for customers to drill down for detailed information		
22	Ability to display a minimum of 2 years financial history with option for customers to drill down for detailed information		
23	Ability to display a minimum of 2 years consumption history with option for customers to drill down for detailed information		
24	Ability to display a minimum of 2 years of customer's correspondence history		
25	Ability to display notification messages (configured by CoR) to a subset of customers based on account criteria		
26	Ability to display language options per the city language access policy		
27	Ability to display valid, specific error messages if the customer has not entered all required fields or data is invalid		
28	Ability to retrieve and display deposit and other fee amounts which the customer must pay on their first bill		
29	Ability to display readings, usage, and billing information for multiple service locations for the same customer for comparison		
30	Ability to display customer notification details		
31	Ability to display collection step information such as schedule disconnect for non-payment date to customer		
32	Ability to display account options based on account type		
33	Ability to display external customer credit score, data retrieved from external credit agency and credit history to the customer		
34	Ability to display SWS collection schedule for service address		
35	Ability to display pay plan/pay arrangement payment installment information to the customer		
36	Ability to view a breakdown of amounts owed by service type		
37	Ability for CoR to add message when system is unavailable (CCB or portal - Web Page Maintenance - System Currently Unavailable)		
38	Ability to notify CoR when the customer portal is down		

#	Requirement	Response Code (Y,N,P,O)	Briefly explain your response
39	Ability to export data views (consumption history, payment history, bill history, and meter read history) in a variety of file formats such as PDF, CSV, and/or Excel		
40	Ability to search the portal for desired activities, i.e. where a payment arrangement can be set up		
41	Ability for customers to search by a variety of methods including customer name, account number, driver's license or ID, phone number linked to the account, service address, email address, mailing address according to CoR rules		
42	Ability to update customer contact information (phone, email, mailing address)		
43	Ability to create online requests for start, stop and transfer of service(s)		
44	Ability to request a start service without a log in		
45	Ability to initiate Start/Stop/Transfer services and create the appropriate action in CCB (i.e. start account, create field activity, etc)		
46	Restrict Start/Stop/Transfer service date according to CCB calendar		
47	Ability to limit future start/stop/transfer request dates to a maximum time frame (i.e. not further out then 3 months, etc.)		
48	Ability for the City to establish required fields for start, stop and/or transfer of service forms		
49	Ability to enroll in landlord program		
50	Ability to set-up, modify and cancel an Auto Pay based on CoR rules		
51	Ability to set-up and cancel a Pay Plan/Pay Arrangement based on CoR rules		
52	Ability for customers to enroll in E-billing (paperless)		
53	Ability to enter a mailing address and insert into CC&B (according to customer choice, one account or all)		
54	Ability to sign up/modify or unenroll in a recurring utility assistance contribution		
55	Ability to sign up for a one-time assistance program contribution with or without a CCB account		
56	Ability to enroll or withdraw in Budget Billing based on CoR rules		
57	Ability to display estimates based on the previous 12 months for budget billing purposes		
58	Ability to create or cancel budget billing based on CoR requirements		
59	Ability for customers to modify bill type delivery option (print, ebill, text, etc.)		
60	Ability for customer and CoR to upload attachments (documents, photos, completed forms)		
61	Ability for uploaded attachments to be saved to different locations or CCB (account, person, etc)		
62	Ability to allow customer to initiate a call or call back with customer service		
63	Ability to communicate with customers via live chat bot		

#	Requirement	Response Code (Y,N,P,O)	Briefly explain your response
64	Ability to integrate with a third-party meter management system to display meter reads and ability to drill down to view details		
65	Ability to validate service addresses through CCB and must select available addresses presented from dropdown (address options auto populate)		
66	Ability to send customers confirmation once changes have been made to their account per the customer's preference (i.e., pay plan, E-billing, updated contact information etc.)		
67	Ability for customer to email City of Raleigh		
68	Ability to provide links to CoR website		
69	Ability to send information to indicate one of the following is created: CCB case, todo, customer contact, alert, etc.		
70	Ability to restrict customers from requesting a start, stop, transfer of services based on CoR rules (master meter, etc.)		
71	Ability to interface with a third-party customer ID validation, credit scoring services, etc. (i.e., Lexis Nexis Accurant, Online Utility Exchange)		
72	Ability to capture source of any request, function, or inquiry as "Portal" and pass to CCB		
73	Ability to configure required fields on all portal pages		
74	Ability for security level access based on role of employee		
75	Ability to restrict certain customer data for being updated within the portal		
76	Ability to have field level validation rules		
77	Ability for 'forgot password?' 'reset password' option and process		
78	Ability for customer portal to be responsive on various devices and browsers		
79	Ability for City staff to have the same customer portal experience as the customer (mirroring)		
80	Ability for employee login using their CoR single sign-on active directory		
81	Ability to provide a one-time payment URL on log-in screen as option for unregistered customers		
82	All Interface Read/Writes occur in real-time between both systems and customer/staff can view updates in both systems (real-time less than 3 Seconds or SLA).		
83	Ability to Send / Receive Files automatically via SFTP with Encryption		
84	Ability to send/receive data through REST API web service calls		
85	Ability to provide configurable (by CoR) separate Terms and Conditions for customers to agree to before completing transactions (different terms and conditions based on transaction)		
86	Ability to provide payment confirmation information back to CC&B (e.g., Authorization Code, last 4 digits of card etc.)		
87	Ability for staff to disable payment update to billing system during scheduled maintenance times		

#	Requirement	Response Code (Y,N,P,O)	Briefly explain your response
88	Portal and hosted payment solution should use CoR RW branding/logo. Should appear to customer they are on City of Raleigh site.		
89	Ability to display relevant payment information (active autopay, future dated payments, etc.) from third party payment vendor, Paymentus, to the customer		
90	Ability to provide seamless, real-time integration to hosted party's site to process payments		
91	If internal payment processing functionality is available, must be PCI compliant		
92	Ability to provide seamless look when payments are redirected to the hosted payment site the customer should visually see no difference (i.e., colors, fonts, logos)		
93	Ability for customer to enroll in autopay and send information to CCB (bank draft or credit card)		
94	Ability to process autopay payments on due date (bank draft or credit card)		
95	Ability to disallow credit, debit or bank account payments for cash only customers		
96	Compliant with the National Institute of Standards and Technology Guidelines for cybersecurity requirements		
97	Service Provider represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal and, state privacy and data protection laws, as well as all other applicable regulations and directives (e.g., NIST, ISO, PCI-DSS, HIPAA, PII)		
98	Ability to report on various data elements, browser use and page information (i.e., Page Hits)		
99	Ability to create custom reports, and schedule/send via email		
100	Ability to report transactions, by transaction type requested, completed, failed, and/or dropped (example Payment Arrangement creation request, Budget Billing creation request, etc.)		
101	Ability to provide error logs for troubleshooting system issues		
102	Ability to report on KPI's for portal performance		
103	Ability to configure a dashboard specific to CoR individual reporting needs		
104	Provide 1 or more separate test environments for regression and new enhancement testing		
105	Conduct in-person or on-line training based on CoR requirements (full detailed training on functionality, technical configuration)		
106	Ability to provide detailed training documentation for all staff based on levels of access (to include detailed configuration documentation for technical team)		
107	Ability to provide test scenarios and test cases for all functionality		
108	Ability to provide customers with training videos/tutorials on how to access and use different functions within the portal		