

**Board of Public Utilities
of the
City of Springfield, Missouri**

REBATE PROCESSING SERVICES

**COMPETITIVE REQUEST FOR PROPOSAL
RFP #0000068459**

August, 2021

**Board of Public Utilities
of the
City of Springfield, Missouri**

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I. INVITATION TO BID

A. INTRODUCTION

The Board of Public Utilities of the City of Springfield, Missouri (City Utilities) invites you to submit a proposal for the work described herein. Contract Documents are available online as instructed in RFP Section I-C (*Supplemental Procurement Documents*). Questions should be directed to:

Jeff Marler

Buyer II

[P] (417) 831-8641

[F] (417) 831-8377

[E] jeff.marler@cityutilities.net

Purchasing Department

City Utilities of Springfield, Missouri

[P] (417) 831-8363

[F] (417) 831-8377

[E] purchasing@cityutilities.net

- AND -

City Utilities of Springfield, Missouri is a municipal utility governed by the Board of Public Utilities. City Utilities is engaged in the production and distribution of electricity, distribution of natural gas, the treatment and distribution of water, provision of commercially available broadband services and the provision of public transportation services for the City of Springfield and the surrounding area. Since City Utilities is an agency of a Missouri municipal corporation, the laws of the state of Missouri shall apply and control any contract which is awarded. When the term “City Utilities of Springfield”, “City Utilities” or “CU” is used in this document, it shall refer to the City of Springfield, Missouri, a municipal corporation, operating its public utilities through the Board of Public Utilities.

CU reserves the right to waive informalities and to accept or reject any and all responses submitted. The terms “bid”, “proposal” and “response” are synonymous when used in this document. The term “Bidder” may also be referred to as “Proposer”, “Contractor” or “Seller”. “City Utilities of Springfield” may also be referred to as “City Utilities”, “Owner”, “Buyer” or “CU”.

B. SUPPLEMENTAL PROCUREMENT DOCUMENTS

Procurement Documents for **RFP 0000068459**, complete with detailed specifications, drawings and bid form, can be viewed and downloaded by navigating to the following Website and searching by bidding event number or name:

cityutilities.net/bids

or go to

www.cityutilities.net and follow these links:

- For Business (top of page)
- Purchasing
- Bidding Opportunities
- Current Bidding Events & Awards Results
- All CU Bidding Opportunities
- **0000068459**

You will have access to open, print and/or save pdf file(s).

C. SUMMARY SCOPE OF WORK

GOALS OF PROPOSAL

The goal of this Request for Proposals is to cost-effectively outsource the rebate processing currently being completed in-house to a qualified contractor. We are also seeking additional services in providing instant rebates and an online marketplace. The additional services shall have flexibility to be implemented now or in the future.

During the bidding process, several options are available for contractors to bid. Companies can choose to pay rebates directly from their system or upload files to City Utilities to process the payments. Be clear on your choice and pricing. Multiple pricing options are allowed. Please provide your ability to provide the additional services.

SCOPE OF WORK

City Utilities is requesting a proposal for a contractor to process and administer customer rebate applications related to energy and water efficiency, renewable energy, electric vehicles, and demand response.

1. Rebate Processing Services

- a. The rebate processing and administration solution shall be a single integrated City Utilities branded platform that accepts both paper and electronic rebate applications for our residential and commercial customers. The contractor shall provide a full turnkey rebate processing solution with enough staff to process each program application in a timely manner.
- b. Customer Requirements
 - i. User-friendly application portal to submit electronic applications and upload required documentation.
 - ii. Option for mail in paper applications or additional documentation.
 - iii. Multiple options for payment methods for each program.
 - iv. Digitally signed application during the submission process.
 - v. Application submission and status update tracking in real-time.
 - vi. Contact center available for multiple methods of communications.
- c. Incentive Processing Requirements
 - i. Paper applications are entered, stored, and processed with the same eligibility requirements as electronic applications.
 - ii. Automated email or letter generation for missing documentation to allow customers to submit documentation electronically or by mail.
 - iii. Various processing approval workflows by staff based on specific rebate program business rules.
 - iv. Allowance of overrides for denials based on special circumstances defined by City Utilities.
 - v. Communication section for notes from customers and/or City Utilities staff to be stored on rebate application.
 - vi. View historical rebates for limits, duplicate applications, or fraud before processing.
 - vii. Automated email or letter generation when rebate has been processed or denied.
 - viii. Easily accessible audit trail of user and workflow history on individual rebate applications.
 - ix. Random QA assessment at different statuses on every program.
- d. General System Requirements
 - i. Provide a robust, real-time dashboard for a quick glance at budget, program participants, dollars spent and savings by program or portfolio.

- ii. Host a secure platform with encrypted data privacy standards and approved by City Utilities.
- iii. Automated SFTP process daily to pick up City Utilities new customer records in our CIS.
- iv. Include an upload of historical rebates processed by City Utilities with document storage.
- v. Provide user ids to CU staff to monitor the rebate status, processing statistics, resolve issues, etc.
- vi. Storage of all supporting documentation with ability for City Utilities to download as needed.
- vii. Ability to tie a program measure directly into certified product lists.
- viii. Search features by customer name, address, account number, phone number, application number, etc.
- ix. Two account identifying measures (account number, street number, customer name, phone number, etc.) during initial electronic application to verify customer account.
- x. Program configurability for multiple measures to allow eligibility on same application. (Heating and cooling to offer A/C, natural gas furnace, air source heat pump, etc.)
- xi. Eligibility rules for specific utility type to warn customer before submitting application.
- xii. Program modifications or new program set up quickly to push to our customers as needed.
- xiii. Protocols for QA by workflow for each program to minimize system or data entry errors.
- xiv. Protocols for back-up procedures when unexpected downtimes or system failures.
- xv. Robust reporting tool to write reports needed by various data points (rebate program, customer name, specific measures, savings, dollars spent, specific time frame, etc.)
- xvi. Ability to query database for items not created in standard reports.

2. Additional Services

a. Instant Rebate Services

- i. Proposal to provide an instant rebate solution for residential customers looking to purchase energy and water savings products and smart home devices.
- ii. General Requirements
 - 1. City Utilities branded platform for our customers to receive instant rebates.
 - 2. Easy, simple online application that can reduce the cost of specified products for customers at the point of sale.
 - 3. Available for both in-person and online shopping.
 - 4. Flexibility to choose products and make changes as needed for promotions.
 - 5. Robust tracking and reporting of products purchased, store information and retrieve customer data.
 - 6. Educational information to empower customers to choose energy efficient products.
 - 7. Host a secure platform with encrypted data privacy standards and approved by City Utilities.

b. Utility Marketplace

- i. Proposal to provide a consumer-facing online marketplace for residential customers looking to purchase energy and water savings products and smart home devices
- ii. General Requirements
 1. City Utilities branded platform for our customers that looks and feels like an extension of our website.
 2. Host a secure platform with encrypted data privacy standards and approved by City Utilities.
 3. Easy online ordering process with quick shipping and bundling packages directly to customers.
 4. Manage inventory of items and restock when needed.
 5. Robust tracking and reporting of products purchased, store information and retrieve customer data.
 6. Customer service support during regular business hours.

CITY UTILITIES BACKGROUND

City Utilities is a municipally owned utility governed by the Board of Public Utilities located in Springfield, MO. CU is responsible for the production and distribution of electric power; distribution of natural gas; treatment and distribution of water; plus, the operation of the bus transportation system. CU serves approximately 117,000 electric customers, 83,000 natural gas customer and 82,000 water customers in their service territory.

City Utilities offers efficiency programs to help our residential and commercial customers reduce electric, natural gas and water, which reduces the demand on our systems. CU started processing rebates in 2006 and have processed over 70,000 rebates for our customers all in house in the last fifteen years. We pride ourselves with the extremely high approval rates by working with our customers and contractors to provide top-notch customer service.

D. PRE-PROPOSAL CONFERENCE

A virtual pre-proposal conference will be held at **10:00 AM (CST) on Thursday, August 12th**. Participants may join the meeting using the below information:

Join from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/790374181>

You can also dial in using your phone.
United States: +1 (571) 317-3122/Access Code: 790-374-181

Participation in this Pre-Proposal Conference is not mandatory, but it is highly recommended.

E. PROPOSAL OPENING

All proposals must be in the hands of the Purchasing Agent of City Utilities, per one of the approved submittal methods provided in RFP Section I-G (*Proposal Submittal Methods*), by the Proposal Opening date and time, which is **Thursday, August 26th**, at 2:00 PM (CST). Any proposal received after such date and time will be rejected.

Proposals will not be publicly opened or read since the selection process will be determined based upon competitive negotiated procurement procedures for proposals as described in this RFP.

All proposals shall be irrevocable for ninety (90) days after the time for opening of proposals.

F. PROPOSAL SUBMITTAL METHODS

FAX AND EMAIL RESPONSES ARE NOT ACCEPTABLE. All proposals must be received by CU Purchasing by the opening date and time stated in this document. The method of submittal is at the sole discretion and risk of the bidder. Preparation for any submittal method should be taken well enough in advance of the posted opening date and time to allow for unexpected issues. City Utilities is not responsible for submittal failures of any kind- electronic or otherwise. Bidders utilizing CU's Electronic Bid Attachment Tool (EBAT) should verify that any attachment meets the posted electronic file type and size requirements. Bidders mailing proposals or having proposals delivered should allow sufficient time to ensure receipt by the due date and time specified. Mail, express mail and delivered responses must be sealed in an opaque envelope or package and should include one set of original documents plus two (2) copies (marked appropriately as "Original" and "Copy").

****** Proposals in response to this RFP may be submitted by any of the methods listed below ******

1. Electronic Bid Attachment Tool (EBAT)

Open to all bidders – NO REGISTRATION OR LOGIN REQUIRED. Proposals submitted via EBAT must be an approved electronic file type (PDF, DOC, XLS, TIF or ZIP) and have a total attachment size that does not exceed 50-MB.

www.cityutilities.net/EBAT

OR GO TO www.cityutilities.net and click on the following links:

- For Business (at top of page)
- Purchasing
- Bidding Opportunities
- Electronic Bid Attachment Tool (EBAT)

2. Mail / Express Mail / Hand Deliver

Proposals submitted via mail/express mail or hand delivered shall be sealed in an opaque envelope or package that is clearly marked on the outside with the RFP number and opening date/time. Proposals are to be addressed to:

City Utilities of Springfield, Missouri
Purchasing Manager
301 East Central (65802)- *physical location for hand delivery*
P.O. Box 551
Springfield, MO 65801-0551

***** SPECIAL NOTICE REGARDING HAND DELIVERY ***** Due to the existing COVID-19 Pandemic, CU's facilities are closed to the public. Bidders are strongly encouraged to utilize the Electronic Bid Attachment Tool (EBAT) or Mail/Express Mail options for submittal of a bidding event response. If the hand deliver option is utilized, the person delivering the bidding event response will be required upon arrival to call CU Purchasing at (417) 831-8363 or the security number posted at the entry doors. Once notified, a CU Purchasing representative will meet the delivery person at the door to take possession of the bidding event response. This process may take several minutes to complete and if the bid response is not physically in the hands of a Purchasing representative by the published opening date and time, it will be rejected.

3. PeopleSoft Registered On-Line Bidding System (Legacy system – enrollment closed)

G. SCHEDULE OF EVENTS

Event	Date
1. RFP Distribution	8/5/2021
2. Submission of Questions	8/20/2021
3. Proposal Due Date	8/26/2021
4. Anticipated decision and selection of Vendor	9/15/2021

*** END OF SECTION ***

II. RFP REQUIREMENTS

A. REQUEST FOR INTERPRETATION, CLARIFICATION, AND ADDITIONAL INFORMATION

A prospective bidder who is in doubt as to the meaning of any part of the Contract Documents or any addenda thereto, or is seeking clarification or requesting additional data/information, may submit a written request directed to the CU Purchasing representative, and the CU Purchasing department general email address, as specified in RFP Section I-A (*Introduction*).

Any such interpretation, clarification, or recognition of additional data/information will be made by written addendum. City Utilities will not be responsible for any explanation or interpretation of proposed documents other than by such an addendum. An oral permission or interpretation has no legal force, authority, or effect. Any addenda must be acknowledged in the RFP response and will become a part of the Contract Documents. Failure to acknowledge all addenda issued may constitute grounds for rejection of that RFP response.

All requests for interpretations must be received by the Purchasing Department no later than the **five (5) calendar days prior to the proposal opening date provided in RFP Section I-E (*Proposal Opening*)**. Requests received after that date will not be answered. Persons submitting a request will be responsible for its prompt delivery.

B. SIGNATURE ON PROPOSALS

Each proposal must be signed in ink and include the full business address of the bidder. Proposals by partnerships must be signed in the partnership name by one or more of the general partners. Proposals by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporation to the proposal. The names and titles of all persons signing shall be typed or printed below their signatures.

C. EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, negotiations and a Best and Final Offer (BAFO) may be held only with selected firms from those firms who meet City Utilities requirements and fall within the competitive range as determined by City Utilities. City Utilities reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. However, City Utilities reserves the right to award a contract to a firm solely on the basis of this initial proposal submitted and without any further interview, discussions and negotiation.

If City Utilities determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, City Utilities may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Each Proposer must comply with the requirements contained in the RFP. Deviation from the requirements will be evaluated, but may, in the discretion of the Board of Public Utilities, result in rejection of a proposal.

The Board of Public Utilities will evaluate each proposal to determine which is the lowest and best (i.e., Best Value). The Board of Public Utilities reserves the right to waive informalities and to accept or reject any or all proposals submitted.

If City Utilities determines that a proposal has failed to meet an acceptable level on any factor listed below, the City Utilities may reject that proposal.

EVALUATION CRITERIA

In evaluating the proposals, City Utilities will use the following evaluation factors to determine the lowest and best proposal. Deviation from the requirements will be evaluated, but may, in the discretion of the Board of Public Utilities, result in rejection of a proposal.

- 30% Total Cost
- 70% Adherence to RFP requirements, including responses to Section IV-C, *Questions/Requests for Submittals*

Bidders should consider these factors when preparing their proposals and should provide a specific response to each of the evaluation factors.

Based on the evaluation process described, the Evaluation Committee comprised of City Utilities employees, will review the proposals.

SELECTION COMMITTEE PRESENTATION:

Contractors may be required to participate in a demo question/answer meeting prior to final selection. Participation costs for the meeting will be at the Provider's own expense. All scheduling shall be at the discretion of City Utilities. Where possible, virtual meetings will be utilized.

D. BIDDER'S RESPONSIBILITIES

By submitting a proposal, each bidder represents that he is familiar with, assumes full responsibility for having familiarized himself with, and will comply with the content of the Contract Documents, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances.

E. PROPRIETARY INFORMATION

Proprietary Information: Pursuant to Section 610.021.15 R.S.Mo, City Utilities may close records that relate to scientific and technological innovations in which the owner has a proprietary interest. If you plan to submit such information with your bid and wish to keep it confidential, please submit it in a separate envelope with your bid and clearly mark it "CONFIDENTIAL AND PROPRIETARY SCIENTIFIC AND/OR TECHNOLOGICAL INFORMATION." This information must not include prices, terms and conditions, Bidder's qualifications, or any other information submitted in response to this Request for Proposal that is not exempted under Section 610.021.15. Any information that does not fall within Section 610.021.15 or other exception to Missouri's Sunshine Law (Section 610.021 R.S.Mo., et seq.) is a public record and will be disclosed upon request.

F. ERRORS IN PROPOSALS

Each bidder must carefully examine his proposal prior to submission. Failure to do so is at the bidder's risk. He is responsible for any errors therein. Claim of oversight is not a basis for permitting withdrawal of a proposal after opening. There shall be no erasures in any proposal. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the bidder's initials and date.

G. CONDITIONS AFFECTING THE WORK

Each bidder should take such steps as he thinks necessary to ascertain the nature and location of the work and any peculiar local conditions which can affect the work or its cost. Failure to do so will not relieve

the bidder of his responsibility for proper estimation of the difficulty or cost of the work. City Utilities assumes no responsibility for any understanding or representation made by any person at any time, unless it is included in the Contract Documents, including addenda.

H. REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5,000 DOLLARS (US)

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

Copy of the affidavit can be found and downloaded at CU website; <https://www.cityutilities.net/wp-content/uploads/purchasing-complianceaffidavit.pdf>

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)).

I. TRANSIENT EMPLOYER LAW

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to City Utilities in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

J. ANTI-DISCRIMINATION AGAINST ISRAEL ACT REQUIREMENT

Pursuant to RSMo. §34.600, the Board of Public Utilities of the City of Springfield, Missouri (City Utilities) is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by City Utilities which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.

This affidavit is available at the following website or upon request:
<https://www.cityutilities.net/purchasing/general/>

K. STANDARD BIDDING INSTRUCTIONS AND STANDARD PURCHASE ORDER TERMS AND CONDITIONS

Any order arising from this Bidding Event will be subject to the following **WHICH ARE INCORPORATED HEREIN BY REFERENCE**:

- *City Utilities of Springfield Missouri Standard Bidding Instructions (Rev 10-2020)*
- *City Utilities of Springfield Missouri Standard Purchase Order Terms And Conditions (Rev 8-2020)*
- *CU Contractors Working in CU Facilities or Side-by-Side with CU Employees- April 7, 2020*
- *CU Contractor Face Covering Requirement- July 7, 2020*

The referenced documents are available at <https://www.cityutilities.net/purchasing/general/> or upon request.

L. CONTRACT DOCUMENTS

The entire agreement will consist of the Contract Documents. The Contract Documents will consist of (listed in order from highest to lowest precedence): Change Orders, Agreement, Response to BAFO, Request for BAFO, Addenda to RFP, RFP, and the proposal (but not the exceptions). There will not be a BAFO or Request for BAFO if City Utilities accepts the Response to RFP without change. There will be no contract between the parties unless and until City Utilities issues a Notice of Award accepting the BAFO or Response to RFP and the parties sign the Agreement. **EXCEPTIONS IN THE RFP WILL NOT BE PART OF THE CONTRACT DOCUMENTS UNLESS INCORPORATED INTO THE AGREEMENT OR A CHANGE ORDER.**

Change Order—A change to the Contract Documents in a written document signed by the parties after they have signed the Agreement.

BAFO—The best and final offer of the Contractor that is in response to the Request for BAFO.

Request for BAFO—The document issued by City Utilities that incorporates the terms negotiated by the parties following the opening of the Response to RFP and requests Contractor to make his best and final offer.

*** END OF SECTION ***

III. INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the Work is completed and accepted by City Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of City Utilities against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by City Utilities. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve him of any contractual responsibility or obligation or liability under the Contract Documents.

The certificate of insurance, including evidence of the required endorsements hereunder or the policies shall be filed with City Utilities within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to material reduction in coverage or protection of City Utilities or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

Risk Manager
City Utilities of Springfield, Missouri
301 E. Central Street
Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

(A)	Workers' Compensation* **	Statutory Limits
	Employer's Liability	
	Bodily Injury by Accident—each accident.....	\$1,000,000
	Bodily Injury by Disease—each employee limit.....	\$1,000,000
	Bodily Injury by Disease—policy limit.....	\$1,000,000

*** Workers' Compensation: Policy or self-insurance plan with statutory limits formally approved by the State of Missouri will be required, even if no employees other than owners.**

**** Workers' Compensation coverage shall include a waiver of subrogation in favor of City Utilities where permitted by law.**

(B)	Commercial General Liability Insurance***, Including Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Such Coverage Shall Apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with each Occurrence Limit of.....	\$1,000,000
	In the Aggregate.....	\$2,000,000
(C)	Automobile Liability Insurance*** Covering Bodily Injury And Property Damage for Owned, Non-owned and Hired Vehicles with a Combined Single Limit of.....	\$1,000,000

***** The City of Springfield, Missouri including The Board of Public Utilities of the City of Springfield, Missouri dba City Utilities of Springfield, Missouri" shall be added as an Additional Insured for the full limits of the Liability Insurance coverages, using the ISO Additional Insured-Owner endorsement, CG 20 10, for premises/operations and CG 20 37 for completed operations, or substitute endorsement providing equivalent coverage.**

Contractor shall require any and all subcontractors with whom he enters into a contract to perform Work on this Project, to protect, through insurance, against applicable hazards or risks and shall, upon request of City Utilities, provide evidence of such insurance. Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold City Utilities harmless there from. These Insurance Requirements are intended to be minimum coverages, and City Utilities does not warrant that coverages or amounts will be sufficient protection for contractors or City Utilities. Contractors will be responsible for any deficiencies thereof.

NOTE:

Acord certificate changes regarding cancellation notifications do not lessen the responsibility of vendors to comply with obligations set forth in these insurance requirements. Specifically, the requirement “All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to material reduction in coverage or protection of City Utilities or cancellation of such insurance.” must be met wherever permitted by law.

Since the requirement cannot be met using the Acord certificate, the requirement must be met by specifically endorsing CU onto **each required policy** to receive notifications.

IV. BID FORM

A. NAME OF BIDDER:

1. [To be used if Contractor is a corporation]
_____, a corporation organized and existing under the laws of the State of _____, with its principal office and place of business in the City of _____, with the address of _____.
2. [To be used if Contractor is a partnership]
_____, a partnership consisting of _____ and _____ of the City of _____ with the address of _____.
3. [To be used by an individual or sole trader]
doing business as _____, of the City of _____, with the address of _____.

**B. TO:
BOARD OF PUBLIC UTILITIES
CITY OF SPRINGFIELD, MISSOURI**

BIDDING INSTRUCTIONS:

Proposal shall include the complete legal name, address, as well as person of contact and telephone number.

Proposal shall include the number of years your company has provided rebate processing services.

Proposal shall include a list of employees, with job title, length of employment and number of years' experience in the industry that are most likely to be assigned to our project.

Proposal shall include any subcontractors hired to perform specific tasks. A brief outline of their roles and responsibilities shall be included. Online marketplace partners and subcontractors will also need to be included.

Proposal shall include a detailed breakdown of pricing for project implementation, monthly subscription fees, support and other charges for each service bid.

Proposal shall include a list of three references with the name, address, phone number and email of the primary contact person.

Proposal shall include a workflow of the rebate cycle from receipt of application to fulfillment of incentive with procedures for incomplete or not eligible applications. Be sure to include the average number of days to process a rebate, the number of times fulfillment is finalized each month, and maximum number of rebates processed per monthly subscription fee. Contractor has the option to pay the customer directly or upload information back to City Utilities to process. Be clear on your final steps of processing and you may bid both ways.

Proposal may include additional services of Instant Rebates and Utility Marketplace pricing, but a contractor does not have to price these services.

Proposal shall include a detailed project timeline of services.

The undersigned proposes to furnish at his sole risk, cost, and expense all labor, tools, equipment, materials, supplies, facilities, transportation and other means necessary to perform the work as set out in this RFP in strict accordance therewith, for the prices reflected below:

1. PRICING:

Outline your solution's cost/pricing model to complete the scope of work. Optional items are not required for this solution, but City Utilities may include them now or in the future.

Rebate Processing Solution

1. Implementation/Program Set up
 - i. (Configuration, data upload, system integration, training, etc.) \$ _____ US
2. Monthly Subscription Fee (Year1)
 - i. (Data entry, incentive issuance, customer communication, QA, database management, program reporting) \$ _____ US
 - ii. Maximum number of applications processed monthly _____
 - iii. Additional fee per application processed above monthly subscription fee. \$ _____ US
3. Other Costs (please outline specifics) \$ _____ US
4. Professional Services Out-of-Scope
 - i. Program Manager \$ _____ US per hour
 - ii. Contact Center Support \$ _____ US per hour
 - iii. IT Business Analyst \$ _____ US per hour
 - iv. IT Software Developer \$ _____ US per hour
 - v. Market Services \$ _____ US per hour
5. Monthly Subscription Fee (Year 2) \$ _____ US
6. Monthly Subscription Fee (Year 3) \$ _____ US

Additional Services:

Instant Rebates Solution

7. Implementation/Program Set up
 - i. (Configuration, data upload, system integration, training, etc.) \$ _____ US
8. Monthly Subscription Fee (Year1)
 - i. (Application verification and processing, customer communication, QA, database management, program reporting) \$ _____ US
 - ii. Maximum number of applications processed monthly _____
 - iii. Additional fee per application processed above monthly Subscription fee. \$ _____ US
9. Other Costs (please outline specifics) \$ _____ US
10. Monthly Subscription Fee (Year 2) \$ _____ US
11. Monthly Subscription Fee (Year 3) \$ _____ US

Marketplace:

12. Implementation/System Set up
 - i. (Configuration, data upload, system integration, training, etc.) \$ _____ US
13. Monthly Subscription Fee (Year1)
 - i. (Online sales, customer communication, QA, marketing, system management, program reporting, etc.) \$ _____ US
14. Other Costs (please outline specifics) \$ _____ US
15. Monthly Subscription Fee (Year 2) \$ _____ US
16. Monthly Subscription Fee (Year 3) \$ _____ US

C. QUESTIONS / REQUESTS FOR SUBMITTALS

Bidder shall include with submission of proposal sufficient and detailed responses to the following questions and/or requests for submittals. Responses should be submitted in a clear form that corresponds to the numbering format contained herein. Failure to provide this information as instructed may result in rejection of proposal:

QUESTIONNAIRE:

Please answer each of the following questions. Be concise in your answers and as brief as possible without being too vague. Failure to provide this information may result in rejection of proposal.

1. APPROACH & PROCESS OF INCENTIVE PROCESSING & ADMINISTRATIVE SERVICES:

Provide a process overview outlining how your services best meets City Utilities' statement of work. Describe the rebate cycle from start to finish with processing timelines and fulfillment schedule (weekly, bi-monthly, monthly). Include reporting and analytics capabilities, communication methods to and from customers, and fulfillment of rebates.

2. OPTIONAL APPROACH & PROCESS OF MIDSTREAM REBATES & ONLINE MARKETPLACE:

Provide a process overview outlining how your services best meets City Utilities' statement of work for instant rebates and/or online utility marketplace. Describe the rebate cycle from start to finish with processing timelines and invoicing schedule. For online marketplaces, include subcontractor or partner for e-commerce products offered with current or past clients. Include reporting and analytics capabilities, communication methods to and from customers, fulfillment of rebates, and delivery process.

3. BUSINESS EXPERIENCE WITH INCENTIVE PROCESSING & ADMINISTRATIVE SERVICES:

Provide a brief description of your qualifications for providing incentive processing services. Contractors should have experience of processing services to utility clients. Include descriptions of similar clients and how you plan to staff each project. Include any experience with instant rebates or online marketplaces. Provide three utility client references with the following information: Company name, contact name, title, phone number, email and programs offered.

4. PROJECT TIMELINE:

Provide a detailed project timeline with actions and deliverables. Be cognizant that City Utilities may not have staff dedicated solely to this project and will have other responsibilities to complete during your timeline.

5. COMPANY HISTORY:

Bidder to provide complete details as to how their firm is qualified to perform the work identified within this RFP. Details should include, but not necessarily be limited to:

- Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this RFP
- Details, experience and/or resumes for employees that will work on this contract (include training programs, certifications, etc. as applicable to this RFP)
- General company information (years in business, name changes, etc.)
- Information on applicable prior projects completed for City Utilities

6. ARBITRATION/LITIGATION:

List of all projects undertaken in the last 5 years which have resulted in partial or final settlement of the Contract by arbitration or litigation. Provide for each project:

- a. Name of client and project.
- b. Original Contract amount.
- c. Total claims arbitrated or litigated.
- d. Amount of settlement of claims.

EXCEPTIONS

The undersigned declares that the following list states any and all variations from and exceptions to the requirements of the Request for Proposal and that otherwise it is the intent that the work will be performed strictly in accordance therewith. If no exceptions are taken, state "NONE". (Note: use separate page, if necessary)

ADDENDA

The undersigned declares that the following listed addenda have been received and all changes required by them are included in the bid amount. If no Addenda have been received, state "NONE". (Note: use separate page, if necessary). Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued.

AUTHORIZED SIGNATURE

The undersigned declares that all interested principals are named herein. No other person or firm has any interest in the proposal or agreement to be entered into; that this proposal is made without collusion with any other person, company, or party, submitting a proposal.

The Bidder recognizes that City Utilities reserves the right to accept or reject any or all proposals and to waive any technicality or informality therein.

In making this proposal the undersigned has taken into account each provision of all of said Contract Documents and hereby offers this Proposal and agrees to be bound and perform the work according to the terms of the Contract Documents should City Utilities issue a Notice of Award and enter into an Agreement with Bidder.

Firm Name: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Phone #: _____ Fax #: _____

Email: _____

*** END OF SECTION ***

V. AGREEMENT (SAMPLE)

THIS AGREEMENT made and entered into this ____ day of _____ by and between the BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, hereinafter referred to as "City Utilities" and

- A. [to be used if Contractor is a corporation] _____ a corporation organized and existing under the laws of the State of _____ with its principal office and place of business in the City of _____,
- B. [to be used if Contractor is a partnership] _____ a partnership consisting of _____ and of the City of _____,
- C. [to be used by an individual or sole trader] _____ doing business as _____ of the City of _____, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

THAT, WHEREAS, City Utilities issued a Request for Proposal and/or a Request for Best and Final Offer and Contractor submitted a proposal and/or a best and final offer (BAFO) to furnish the material and perform the work described in the Contract Documents on the terms set forth in his offer, and,

WHEREAS, City Utilities duly accepted the proposal and awarded a contract therefore to Contractor, based upon said proposal or BAFO,

NOW, THEREFORE, IT IS AGREED,

1. The Contract Documents (as defined in the RFP Requirements) are attached hereto and made a part hereof by reference, and those, together with this agreement, comprise the entire agreement between the parties.
2. The Contractor agrees, in the manner set forth in the Contract Documents, to furnish all labor, equipment, and materials necessary to perform the work herein described at the price established in the Bid Form of the Contract Documents. Time is of the essence in completion of this contract.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI

By:

Name:
Title:

ATTEST: _____

Approved as to Form and Content: _____
CU Legal Counsel Date

CONTRACTOR:

Company Name

By: Authorized Representative's Signature

Print Name

Title

ATTEST:

Signature

Print Name

Title