

Sudbury Water District
Sudbury, Massachusetts 01776
Request for Proposals (RFP) 19-12

Utility Billing Software System

Notice to All Prospective Bidders

ADDENDUM #1 RELEASED February 4, 2019

Sudbury Water District has issued this addendum for clarification by prospective bidders before the deadline:

1. "Whether companies from Outside USA can apply for this, (like, from India or Canada)?"
Response; The Sudbury Water District requires that the UBS software provider be from the United States. Providers from outside the United States will not be considered.
2. "Whether we need to come over there for meetings?"
Response; Yes.
3. "Can we perform the tasks (related to RFP) outside USA, (like, from India or Canada)?"
Response; No.
4. "Can we submit the proposals via email?"
Response; The RFP requires that all proposals be submitted by Courier Service or hand delivery. Submittals by email will not be considered and therefore rejected.
5. "I am working on a response to your RFP for a new utility billing system. Our legal team is reviewing and we are unable to find the sample contract. Can you please forward or direct me to the proper page on your website?"
Response; See attached sample contract. Note that the response from the awarded RFP will be part of the contract agreement.
6. "I recently downloaded RFP 19-12 for a new Utility Billing Software System. Cogsdale is reviewing and plans on responding. I could not find the Acknowledgement of Receipt form to fax to you. Did I miss it, or can you accept this e-mail as acknowledgement of receipt?"
Response; The acknowledgement of receipt is automatically generated to the Executive Director via email.
7. "To facilitate the accurate transcription of the District's requirements to a matrix for our response. I would like to request the PRODUCTS AND SERVICES QUESTIONNAIRE FORM in an excel format."
Response; The District will not honor the request to send out the Product and Services Questionnaire form in excel format.

The above responses were prepared by or in consultation with:

Vincent Roy, Executive Director

The Sudbury Water District reserves the right to reject any and all bids as determined to be in the best interests of the District and to waive minor informalities.



**Sudbury Water District
199 Raymond Road / PO Box 1001
Sudbury, MA 01776**

Agreement ID#: 19-12

UTILITY BILLING SOFTWARE CONTRACT # 19-12

THIS AGREEMENT made this ___ day of February, 2019 by and between the SUDBURY WATER DISTRICT, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at, 199 Raymond Road, Sudbury, MA, 01776 hereinafter referred to as the “DISTRICT”, and XXXXXXXX, a corporation having a usual place of business at XXXXXXXXXXXXXXXX, hereinafter referred to as the “VENDOR”.

WITNESSETH:

Whereas, the DISTRICT invited the submission of quotes for the services of, “the Project”;
and

WHEREAS, the VENDOR submitted a Proposal to provide the material or perform the work required to complete the Project, and the DISTRICT has decided to award the contract therefor to the VENDOR.

NOW, THEREFORE, the DISTRICT and the VENDOR agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement and the VENDOR’s Proposal Response. These documents form the entire agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this agreement must be in writing and signed by an official with the authority to bind the **DISTRICT**. The Contract Documents consist of the following:
 - a. This Agreement;
 - b. The **VENDOR's** Quote or Proposal;
2. Scope of Work. The Scope consists of delivery of various quantities of XXXXXXXX as described in the submitted proposals.
3. Term of Contract. This Agreement shall be in effect from **February __, 2019** and shall expire upon **XXXX __, 2019**, unless terminated earlier pursuant to the terms hereof.
4. Compensation. The DISTRICT shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement in accordance with the Quoted Price.

5. The Agreement Sum. The DISTRICT shall pay the **VENDOR** for the performance of this Agreement a sum NOT TO EXCEED \$XXX (XXXXXXX) including all reimbursable expenses.
6. Payment of Compensation. The DISTRICT shall make payments within thirty (30) days after its receipt of an Invoice.
7. Liability of the DISTRICT. The DISTRICT's liability hereunder shall be to make all payments when they shall become due, and the DISTRICT shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the DISTRICT or any elected or appointed official or employee of the DISTRICT, or their successors in office, personally liable for any obligation under this Agreement.
8. Independent VENDOR. The VENDOR acknowledges and agrees that it is acting as an independent VENDOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the DISTRICT for any purpose.
9. Insurance:

A. The VENDOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the DISTRICT, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
------------------	----------------------------

B. All policies shall identify the DISTRICT as an additional insured (except Workers' Compensation) and shall provide that the DISTRICT shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the

DISTRICT upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. Indemnification. The VENDOR shall indemnify, defend, and hold the DISTRICT harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the VENDOR's breach of this Agreement or the negligence or misconduct of the VENDOR, or the VENDOR's agents or employees.
11. Assignment. The VENDOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the DISTRICT, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the DISTRICT.
12. Termination.
 - A. Termination for Cause. If at any time during the term of this Agreement the DISTRICT determines that the VENDOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the DISTRICT, or by not complying with the direction of the DISTRICT or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the DISTRICT shall notify the VENDOR in writing stating therein the nature of the alleged breach and directing the VENDOR to cure such breach within ten (10) days. The VENDOR specifically agrees that it shall indemnify and hold the DISTRICT harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the VENDOR fails to cure said breach within ten (10) days, the DISTRICT may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the VENDOR specifying the effective date of the termination. Upon receipt of said notice, the VENDOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the DISTRICT may have against the VENDOR up to the date of such termination. Upon such termination, the VENDOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the DISTRICT.
 - B. Termination for Convenience. The DISTRICT may terminate this Agreement at any time for convenience by providing the VENDOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the VENDOR shall

cease to incur additional expenses in connection with this Agreement. Upon such termination, the VENDOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the DISTRICT, such payment not to exceed the fair value of the services provided hereunder.

13. Inspection and Reports. The DISTRICT shall have the right at any time to inspect the work of the VENDOR, including the right to enter upon any property owned or occupied by the VENDOR, whether situated within or beyond the limits of the DISTRICT. Whenever requested, the VENDOR shall immediately furnish to the DISTRICT full and complete written reports of his operation under this Contract in such detail and with such information as the DISTRICT may request.
14. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the DISTRICT nor the VENDOR shall assign or transfer any interest in the Agreement without the written consent of the other
15. Compliance with Laws. The VENDOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. Change Orders, Price Modifications, and Other Amendments. The DISTRICT shall have the right to require the VENDOR to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the DISTRICT. The VENDOR shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the DISTRICT. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.
18. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

19. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the VENDOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

20. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

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

I certify that an appropriation is available in the amount of this contract.

Account Number: _____

DISTRICT Accountant

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original copies on the day and year first above written.

OWNER

VENDOR

Vincent J. Roy
Executive Director

Name of VENDOR

Title

Address