



# **Request for Proposals**

## **Bill Statement Creation, Processing, Mailing and Presentation Services**

Date Issued: April 12, 2013  
THE CITY OF CONCORD NC, 28025  
Date Due: April 26, 2013  
THE CITY OF CONCORD NC, 28025

**Respond to:**

Sid Talbert  
Purchasing Manager  
talberts@concordnc.gov



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## Introduction

The City of Concord is seeking quotes from qualified vendors to provide Bill Print and Mail Services including the **printing, folding, stuffing, mailing and/or electronic presentation of municipal utility bills** for approximately 43,000 multiservice utility accounts. This quote should also include internet based access to information concerning inserts, bill presentment, and process tracking. City of Concord also is requiring qualified vendors to provide technologies for linking bill presentment into the City of Concord customer website.

Functional Requirements specified within this document must be addressed **as a Minimum**.

Proposals will be received by the City of Concord, Cabarrus County, Concord, NC; hereinafter referred to as Proposals, until 2:30 p.m, April 26, 2013, local time.

City of Concord reserves the right to reject any or all proposals, to waive any informality in any proposal, and to accept any proposal considered advantageous to Company.

The contract award, if made, will be made to the low responsive, responsible vendor as outlined in the Contract Documents.

The Service Provider shall obtain and pay for all licenses and permits required by the State, County and City authorities having jurisdiction over the various phases of the work.



# Utility Profile

## Data Sheet

### Account Data

Number of Active Accounts ..... 43,000

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Total Number of Accounts ..... 43,000

### Meter Data

Number of Electric Meters in Service ..... 28,752

Number of Water Meters in Service ..... 37,268

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Total Number of Meters on File ..... 66,020

### Billing

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Average Number of Bills Produced per Month ..... 43,000



## Requirements and Scope of Work

Please describe your ability to meet each of the requirements below. If a requirement cannot be met, please provide an alternative approach.

### Daily Processing

1. The vendor must have the ability to accept daily bill files using an online upload or a standard FTP or SFTP transmission. The City of Concord must be able to log into the Vendor's server and transmit the files daily.
2. The vendor must be able to accept the City of Concord's bill files in their current format, using the current transmission method. The City of Concord is unable to change the bill file format without manual intervention and/or a modification to the CIS system. Specific requirements are below:
  - a. The bill files are flat files and should meet NorthStar specifications. (Same file is attached.)
  - b. The City of Concord must be able to automatically connect to the vendor's secure FTP server.
3. The City of Concord must be able to track all jobs and files throughout the production process utilizing an online tool provided by the vendor.
4. Bills must be mailed within one business day of bill print file receipt.
5. The vendor must have the capability to suppress the printing of bills and/or envelopes for certain customers, based on the City of Concord's requirements. Suppression could be on a one-time or ongoing basis.
6. The vendor must be able to produce the City of Concord bill in the current format or propose a new bill format.
7. The remittance stub must be configured to work with the remittance processing equipment and software used to process the incoming checks. The scan line on the stub includes account information and a check digit that is calculated via a specific algorithm.
8. The vendor must have the capability to print:
  - a. Intelligent bill messages based on customer type
  - b. Logos and usage history graphs
  - c. Multiple page bills as needed
9. The City of Concord prefers the vendor be capable of outputting a scannable QR code.
10. Bills must be mailed via presorted first class mail. More details about mailing requirements are provided in the Archive and Mail section below.
11. Bill Inserts and Messages
  - a. The vendor must provide an interface that will allow to update requirements for bill messages and bill inserts on a monthly basis.
  - b. The interface must allow the City of Concord to include/exclude inserts and messages based on the City of Concord's requirements.
  - c. Please provide specific information about this interface, including screen shots and details about the process for new requests and updates to existing requests.



- d. The vendor must provide the ability for the City of Concord to create ad hoc messaging to be printed on the bills, including the ability to upload images to the message area. Messages should also be able to be saved for reuse.
12. Please provide details about the following:
- a. Quality control procedures
  - b. Ability to pull a bill from production processing, and the process for doing so
  - c. Procedures for ensuring that the bill file transmissions are completed successfully, and procedures for correcting issues

## **Mail**

1. Mailing
  - a. Bills must be mailed via presorted first class mail to maximize postal discounts.
  - b. The City of Concord should be able to verify proof of delivery to the USPS on an as-needed basis.
  - c. Customer addresses must be validated and updated as necessary by the vendor using CASS (USPS-certified) software.
  - d. The vendor must provide NCOALink or ACS address update service.
  - e. Multiple bills to the same customer and/or mailing address shall be matched and inserted in one appropriate size envelope, metered first-class separately, and delivered to the USPS at the same time as all other bills are delivered. These bills require only a single return envelope and single inserts.

## **Reporting**

1. File Confirmation Report – Confirm receipt of file transmission.
2. Daily Production Confirmation Reports via email – immediately after processing is complete:
  - a. Volume of bills
    - i. Received for processing
    - ii. Printed
      - i. Not printed
  - b. Move Update changes: Addresses changed
    - i. Customer Name
    - ii. Utility Account number
    - iii. Previous address
    - iv. New address

## **Security**

1. The vendor must provide necessary security to protect the City of Concord's data from unauthorized access. Please provide details about the security measures that are in place. Include procedures for ensuring that only authorized persons are admitted to the production floor.
2. Describe in detail how security is handled for information shared between the vendor and the City of Concord via email or online.
3. The vendor must allow site visits by the City of Concord's personnel.



### **Paper Supplies**

1. The vendor must be able to reproduce the preprinted and perforated paper stock that can match or exceed the quality of the current stock and provide the same number of pre-printed colors. (See samples attached.)
2. The following envelopes must be provided by the vendor:
  - a. A single window #10 mailing envelope
  - b. A single window #9 security return envelope

### **Customer Support**

1. The vendor must provide unlimited customer support during the hours of 8:00 am – 5:00 pm, Eastern Time, Monday –Friday.
2. The vendor must provide procedures for after-hours support.
3. The vendor must provide a list of company holidays.
4. The vendor must provide contact points for customer service.

### **Disaster Recovery**

1. The vendor must have a back up and disaster recovery plan to process the City of Concord's bills if the main facility becomes inoperable.
2. The vendor must provide a detailed summary of the vendor's disaster recovery plan.

### **Exception Processing**

The system should allow the ability for the City of Concord to approve, cancel, or hold individual bills based on predetermined criteria. This system should be web based through a secure log in and be integrated between the City of Concord and the vendor. The system should be business rules based.

### **Inserts**

The vendor should offer the following:

1. Inline Inserts - An automated process is set up to selectively print the inserts immediately after each bill is printed.
2. Offline Inserts – The vendor must accept inserts printed by other vendors, and provide insert printing services as well. Please provide insert specifications. The vendor must agree to receive shipments of inserts and store/warehouse all forms and envelopes used to process the City of Concord's bills.



## **Proposal Requirements and Content**

The Quotes submitted for this project are to follow the outline described below and must address all requested information. Any additional information that the vendor wishes to include should be included in an appendix to the proposal.

### **Transmittal Letter**

The transmittal letter must contain the following items:

Name and address of the submitting organization - If this quotation is a joint venture or involves sub contracting, this must be so stated.

Name, title, address, and telephone numbers of the person or persons who will be authorized to obligate the organization contractually

### **Introduction**

Provide a brief description of the vendor and a statement of qualifications for performing the requested services.

### **Experience**

Provide a summary of the vendor's prior experience with similar projects. This section should include at least 3 specific and detailed descriptions of similar projects performed previously, project results, client name and year completed.

### **Detailed Work Plan**

Respond to all requirements defined in the scope of work. If any of the requirements cannot be supported, provide a recommendation for an alternative approach.

Provide a description of the required tasks for the implementation and post-production support. Include the tasks needed to complete the project and any recommended additions to the requirements. Also document assumptions used in development of the work tasks, including assistance needed from Concord's staff, and required hardware and software.

### **Project Schedule**

Include a project schedule for each key focus area of the project, as identified in the scope of work. This schedule should contain key project milestones and timelines for deliverables. Identify assumptions used in developing the schedule.

### **Subsystem Interfaces**



Vendor shall describe its ability and methodology for interfacing with the City of Concord's existing Harris Computer Customer Information System, NorthStar. Vendor must fully describe any data requirements to be supplied by the City of Concord and assist The City of Concord and/or Harris NorthStar in creating an appropriate data template. Ebilling and Web Presentment must interface with Collectors Solutions Incorporated.

**Training**

Vendor shall describe the subject matter, class makeup, site, costs, and duration of training associated with this project.

**Subcontractors**

Vendor shall identify any subcontractors it intends to use in the implementation of the system or hardware, giving a detailed description of their involvement and scope of work. These subcontractors must be approved by the City of Concord before project implementation. Subcontractors will be subject to the same due diligence process.

**Project Cost**

Provide a cost quote for Bill Print and Mail development, implementation, and ongoing maintenance. This section should be in table form. Identify all costs to be billed to the project, including out-of-pocket expenses such as travel and office support.

The table below provides information about the prices that must be included in the proposal.

**PROJECT PRICING**

<b>Set-up and Implementation fees:</b>		\$ _____
<b>Professional Services Fee</b>	<b>Per Hour</b>	\$ _____ -

**Pricing: Data Processing, Print & Mail Service Fees**

<b>Data processing, Bill Print &amp;</b>	<b>Per Item</b>	<b>Options Below:</b>
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<p><b>Mail service</b></p> <p>Price is per physical page. Includes processing data, CASS address validation, presorting, printing, and mail insertion. Finished mail pieces to be delivered to the USPS <b>within one (1) business day.</b></p>	<p><b>Regular Bills (Per Sheet)</b> Est. Volume 43,000/month</p> <p>Price includes black plus blue, green or red duplex printing of variable data and form elements on the front of the page onto white form with a perforation</p> <p>or</p> <p>Price includes simplex printing of variable data on the front of the page in black toner onto a pre-printed form (see forms section on next page)</p>	\$0.000
	<p><b>Late Notices (Per Sheet)</b> Est. Volume 6,374/month</p> <p>Price includes black plus red duplex printing of variable data and form elements on the front of the page onto white form with a perforation</p> <p>or</p> <p>Price includes simplex printing of variable data on the front of the page in black toner onto a pre-printed form (see forms section on next page)</p>	\$0.000
	<p><b>Inline Inserts (Per Sheet)</b></p> <p>Price includes grayscale duplex printing of insert PDF on the front and back of the page onto white page</p>	\$0.000
	<p><b>Multiple Page Mail piece Surcharge – Flat Mail pieces</b></p>	\$0.0000
	<p><b>Postage (for all job types)</b></p>	\$0.0000

<b>Forms</b>		
<p><b>Regular Bills: custom paper stock with perforation.</b> Paper is 8.5x11" and 24lb and vendor will provide a static pre-printed backer. Variable data is printed on the front of the bill. Price includes all inventory costs. <b>See Sample provided.</b></p>	Per Sheet	\$0.0000
<p><b>Late Notices: custom paper stock with perforation.</b> Paper is 8.5x11" and 24lb and has a static pre-printed backer. Variable data is printed on the front of the bill. Price includes all inventory costs. See Sample provided.</p> <p>is 8.5x11" and 24lb. Price includes all inventory costs.</p>	Per Sheet	\$0.0000



<b>Inline Inserts: 8.5x11" white paper stock.</b> Paper is 8.5x11" and 24lb. Price includes all inventory costs. Black Simplex.	Per Sheet	\$0.000
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<b>Envelopes</b>		
<b>Envelopes</b>	<b>Per Standard Envelope</b>	<b>Options Below:</b>
	#10 Outgoing envelope- per sample	\$0.0000
	#9 Return envelope- per sample	\$0.0000
<b>Other Envelopes</b>		
<b>Flat Single Window Envelope</b> – only used for multiple page statements that do not fit in the #10 envelope.	Per Flat Envelope	\$0.0000

**Other Services**

<b>Electronic Address Updates – NCOALink or ACS</b>	Per Update	\$0.000 0
<b>Inserting charges</b>	Per Insert	\$0.000 0
<b>Print Image Archive</b> Each bill is stored as a PDF and indexed in a database for 24months. Integration to Harris NorthStar eCare included.	Per PDF	\$0.000 0

**Project Alternatives and Other Services Offered (3 pages maximum)**

Describe how the cost of the quote could be reduced if necessary. Identify the tasks that would be eliminated or scaled back. Detail other services the vendor may offer related directly to print and mail that may not have been asked for in this RFP.

**References**

Include client names, addresses, and telephone numbers. Also provide a list of any utility customers who stopped service prior to the original contract expiration date in the last 10 years, with the reason for the contract termination. Vendors must confirm that they have performed a minimum of twenty (20) projects of a similar nature over the last 3 years, of which five (5) have been multi-service utilities.



# Proposal Evaluation

## Request for Proposal Questions

This request for proposals has been distributed to Vendors that have expressed an interest, or have demonstrated technological capability to furnish bill generation and mailing services. Vendor questions regarding this RFP must be received by e-mail to the person listed below by April 19, 2013.

**Sid Talbert**  
**City of Concord**  
**Purchasing Manager**  
**talberts@concordnc.gov**

**Quotes must be received at the address below for the reviewing by 2:30 p.m. EST, April 26, 2013. It must be in a sealed envelope with the words "Bill Print Proposal" and the vendors name on the outside of the envelope.** (Refer to Terms and Conditions section, Disclosure of Proposal Contents.) Proposals received after this time will not be accepted. Proposals may either be mailed or delivered in person to the following address:

Sid Talbert  
City of Concord  
Purchasing Manager

**For standard mailing:**  
P.O. 308  
Concord, NC 28026

**For express carriers (or delivery in person):**  
850 Warren C Coleman Blvd  
Concord, NC 28025

If mailed, the responsibility for timely delivery is entirely up to the Vendor. Proposals must be signed by the vendor as described in the Terms and Conditions section.

## Proposal Preliminary Interviews

All vendors may be asked to host The City of Concord's evaluation team for a site visit to answer questions regarding their proposed solution and to allow the Vendor to ask questions of The City of Concord. The City of Concord will contact the Vendor to schedule a date, time, and location for the interview. The City of Concord will not be responsible for Vendor expenses incurred in connection with these or any other visits.



## **Vendor Reference Checks & Site Visits**

The City of Concord's evaluation team will contact Vendor's customer references by telephone and/or email. In addition, the team may arrange to visit vendors customer sites to further confirm and evaluate the proposed solution.

## **Additional Discovery Work**

The evaluation team may conduct other discovery work as The City of Concord determines appropriate to further evaluate Bidder proposals. This may consist of additional interviews, demonstrations, corporate office visits or other activities as required by the project team to make an informed decision.

## **Approval & Awarding of Contract**

The final selection recommendation of The City of Concord evaluation team will be presented to The City of Concord Management and the City of Concord Councilmen members for approval and subsequent award of contract.

The City of Concord Management will award the contract and sign appropriate contract documents.

All vendors submitting proposals will be notified regarding the City of Concord's decision following contract approval and execution.

## **Installation Start-up**

The successful Vendor will initiate project organization and startup activities no later than thirty (30) calendar days from the contract award date.

## **Contract Time**

Contract will be in force for three years from day of implementation with two one year extension options.

## **Terms and Conditions**

Vendors should have no contact related to this project with elected official or appointed officials other than the individuals listed above

The City reserves the right to reject any and all proposals. A vendor will be selected and notified once the review process is complete.

If awarded the contract the STANDARD FORM CONTRACT attached must be completed.

# Attachments

Standard form contract .....	Appendix A
Copy of Utility Statement .....	Appendix B

**STANDARD FORM CONTRACT**

This contract is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the City of CONCORD ("City") and \_\_\_\_\_ ("Contractor"), (x) a corporation, ( ) a professional corporation, ( ) a professional association, ( ) a limited partnership, ( ) a sole proprietorship, or ( ) a general partnership; organized and existing under the laws of the State of \_\_\_\_\_.

**Sec. 1. Background and Purpose.**

**Sec. 2. Services and Scope to be Performed.** The Contractor shall provide \_\_\_\_\_ at the charges set forth either in this paragraph or in Exhibit "A". In this contract, "services" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

**Sec. 3. Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

**Sec. 4. Compensation.** The City shall pay the Contractor for the Work as provided in either this paragraph or in Exhibit "A". Any additional services needed beyond regularly scheduled services may require additional charges. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section or authorized by a duly approved amendment or change order.

**Sec. 5. Term.** This Contract shall begin on \_\_\_\_\_ 2\_\_\_ and end at \_\_\_\_\_ 2\_\_\_. This Contract shall not be automatically extended unless agreed to in writing by the City or as provided in Exhibit "A".

**Sec. 6. Contractor's Billings to City.** Payments will be made in accordance with either this paragraph or in Exhibit "A". Contractor shall submit an original pay request (invoice) to the City Purchasing Agent by the first of each month to expedite payment. Upon receipt of the pay request the City Purchasing Agent will verify the amounts and if correct, will forward the pay request to the Finance Department for payment. Final payment shall be made to the Contractor within thirty (30) days after all work has been fully completed and verified by the City project manager.

**Sec. 7. Insurance.** Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$100,000 each accident, \$100,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise, <input type="checkbox"/> \$2,000,000

Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the contract remains in effect.

The City shall be named as an **additional insured** and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the contract without notice.

All those doing business with the City must have a current **Privilege License** issued by the City of Concord if a privilege license is authorized by law.

**Sec. 8. Performance of Work by City.** If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit "A", the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

**Sec. 9. Attachments.** The following attachments are made a part of this contract and incorporated herein by reference: \_\_\_\_\_

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and approved by the City in writing.

**Sec. 10. Notice.** (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

\_\_\_\_\_  
City of Concord  
P.O. Box 308  
Concord, NC 2  
Fax Number: (704)

To the Contractor:

Albert Benshoff, Esq.  
City Attorney  
PO Box 308  
Concord, NC 28026

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

**Sec. 11. Indemnification.** To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – "Charges"

means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

**Sec. 12. Corporate Status.** If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this contract, at the sole option of the City, shall be declared null and void or the Contractor shall execute a new contract showing the Contractor's correct legal entity.

**Sec. 13. Breach.** In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

**Sec. 14. Miscellaneous.**

(a) Choice of Law and Forum. This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) W-9 Form. Contractor shall provide a completed W-9 form to the City upon execution of this contract.

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Signature of President/Vice President/Manager/Partner

ATTEST BY:

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
City Clerk  
SEAL

ATTEST:

BY: \_\_\_\_\_  
Signature of Vice President, Secretary, or other officer

APPROVED AS TO FORM:

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Attorney for the City of Concord

SEAL

**APPROVAL BY CITY FINANCE OFFICER**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Signature

THIS BILL DOES NOT EXTEND TIME FOR PAYMENT OF ANY PAST DUE AMOUNTS.  
IF NOT PAID BY DUE DATE, SERVICE WILL BE TERMINATED WITHOUT FURTHER NOTICE. THE DUE DATE SHOWN ON THE BILL APPLIES ONLY TO THE CURRENT CHARGES.  
ANY UNPAID BALANCE WILL BE CHARGED A LATE FEE OF 1½% IF NOT PAID BY 2:00 PM ON THE DUE DATE. IF YOU HAVE QUESTIONS CALL 704-920-5555.



PLEASE MAKE CHECKS  
PAYABLE TO  
CITY OF CONCORD

FRONT

PAYMENT TERMS

The due date applies only to the amount of current charges. All utility bills are due and payable upon receipt. IF YOUR BILL REFLECTS A PAST DUE AMOUNT. THIS DOES NOT EXTEND THE TIME FOR PAYMENT OF ANY PREVIOUS BILLING. Bills are considered past due if not paid by 2:00 p.m. on the 25<sup>th</sup> day of the bill date.

A late fee of 1 1/2 percent will be applied to any unpaid balance that is not posted by the original due date. If the original due date falls on a City of Concord holiday or weekend, a late fee will apply if not paid by 2:00 p.m. the next business day.

WHEN IS DISCONTINUATION/DISCONNECTION OF PAST DUE ACCOUNTS? Service may be discontinued/disconnected without further notice if unpaid on the 45th day from the bill date.

RECOMMENCEMENT/RECONNECTION FEES

If your service has been discontinued/disconnected due to nonpayment, a recommencement/reconnection fee must be paid to restore your service. The fee is currently \$30.00 during business hours of 8:00 a.m.-4:00 p.m. and \$100.00 after 4.00 p.m.

**A security deposit will also be required.** All fees are subject to review and change by the City Council.

CUSTOMER RIGHTS

Our public office hours are 8:00 a.m. until 5:00 p.m. Monday through Friday. If you have a problem with your bill, call or bring the bill and any other supporting documents to the Customer Service Office at the place and time stated above. You may also fax your concern to us at (704) 782-1331. We will make every effort to address a billing question in the shortest time possible.

RETURN CHECK CHARGES

In accordance with North Carolina Law (G.S. 25-3-512) a charge is made for each check returned. This charge is currently \$25.00 per check and is subject to review and change by the City Council.

ELECTRIC, WATER, SEWER, COMMERCIAL WASTE COLLECTION AND STORM WATER RATE CODES

<u>ELECTRIC</u>	<u>WATER</u>	<u>COMMERCIAL WASTE COLLECTION</u>
Residential Service RS (formerly RS-1 and RS-3)	RWI - Residential - Inside City	ROC - Roll-out-Commercial
Residential Service RE (formerly RS-2 and RS-4)	RWO - Residential - Outside City	ROPH - Roll-out-Public Housing
Residential Service Energy Star (ES)	CW - Commercial Water	
5-G - Commercial	IW - Industrial Water	
5-GB - Commercial		
6-GA - Commercial	<u>SEWER</u>	<u>STORM WATER</u>
7-I - Industrial	SWR - Residential Sewer	DRES 1 - Storm Water Res 01
9-BC - Bldg. Const.	CS - Commercial Sewer	DRES 2 - Storm Water Res 02
8-T2 - Security Lights	IS - Industrial Sewer	DRES 3 - Storm Water Res 03
<u>METER READING CODES</u>	FSR - Flat Sewer Charge	DCOM 1 - Storm Water Com/Ind 01
MR - Meter Reading		
CE - Computer Estimate		

To obtain a complete list of our Fees and Charges, please feel free to browse our website at [www.concordnc.gov](http://www.concordnc.gov) or call (704) 920-5555.

PAYMENT OPTIONS

- 1) **BY MAIL** - Please enclose the bottom portion of your bill with your check or money order in the return envelope. **DO NOT MAIL CASH.**
- 2) **CREDIT CARDS** - Utility bill payments will be accepted by most credit cards. To pay online, visit [www.concordnc.gov](http://www.concordnc.gov) or to pay by phone, call our automated line at (704) 920-5557. A convenience fee will apply.
- 3) **IN PERSON** - At the Municipal Building, 26 Union Street South. **Please bring your bill with you.**
- 4) **DRIVE-THRU WINDOW** - Located at back of Municipal Building, 17 Market Street. Hours are from 8:00 a.m. to 4:30 p.m. **Please bring your bill with you.**
- 5) **NIGHT DEPOSITORY** - Located on front of Municipal Building, 26 Union Street, South. Please insert payment in the return envelope along with bottom portion of your bill. Payments placed in the drop box after 8:00 a.m. will be considered next day payments. **Do not place cash in night depository.**
- 6) **AUTOMATIC DRAFT** - Request and complete authorization form to have your utility bill drafted from your checking, savings or credit card each month. A convenience fee will apply to credit card payments only.
- 7) **PAYMENTS** - Payments received after 2:00 p.m. will be posted on the next business day.
- 8) **COMCHEKS** - We do not accept comcheks at this time.

BACK