



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

100

2. Council Meeting Date:
October 30, 2008

TO: **MAYOR & COUNCIL**

3. Date Prepared: October 9, 2008

THROUGH: **CITY MANAGER**

4. Requesting Department: Management Services

5. **SUBJECT:** Approval of a sole source agreement for an upgrade on the Utility Billing System from Selectron Technologies, Inc., in an amount not to exceed \$32,800.

6. **RECOMMENDATION:** Recommend approval of a sole source agreement for an upgrade on the Utility Billing System from Selectron Technologies, Inc. in an amount not to exceed \$32,800.

7. **HISTORICAL BACKGROUND/DISCUSSION:** The Interactive Voice Response (IVR) and Interactive Web Response (IWR) capabilities were added to the billing system after it went live. Outbound calling and A-OK donations were not considered at that time. This upgrade will activate these abilities, increasing donations and cost effectively improving collection activity for overdue utility billings by reducing the number of service disconnects and subsequent reconnects required on a daily basis.

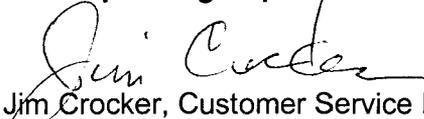
8. **EVALUATION PROCESS:** Management Services implemented the Utility Billing System in 2001. This upgrade is proprietary to Selectron Technologies as they are the original developers of the IVR and the IWR pieces of the Utility Billing System.

9. **FINANCIAL IMPLICATIONS:** This project is funded through the Information Technology Oversight Committee (ITOC) – 101.1285.5219.8IT013 \$32,800.

10. **PROPOSED MOTION:** Move to approve a sole source agreement for an upgrade on the Utility Billing System from Selectron Technologies, Inc., in an amount not to exceed \$32,800.

APPROVALS

11. Requesting Department


Jim Crocker, Customer Service Manager

12. Department Head


Dennis Strachota

13. Procurement Officer


Carolee Stees, CPPB

14. City Manager


W. Mark Pentz

AMENDMENT
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
CHANDLER
AND
SELECTRON TECHNOLOGIES, INC.

This Amendment to that certain Agreement Between the City Of Chandler (CITY) and Selectron Technologies, Inc. (CONTRACTOR) for Professional Services dated March 4, 2003 and is entered into this day of October 2008.

NOW THEREFORE, the parties agree as follows:

1. This contract is amended to include the Scope of Work attached as Exhibit A.
2. The contract price is an amount not to exceed Thirty-Two Thousand Eight Hundred (\$32,800) which sum shall include all costs or expenses incurred by CONTRACTOR payable as set forth in attached Exhibit B.
3. Attached "Contractor Immigration Warranty" documents shall be incorporated as attached Exhibit C. Agreement is amended to add the following language:

Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.

- 4. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of October 2008.

CITY OF CHANDLER:

CONTRACTOR:

By: _____
Mayor

By: [Signature]
Title: President

APPROVED AS TO FORM:

City Attorney [Signature]

ATTEST: (If corporation)

[Signature]
Secretary

ATTEST:

City Clerk

WITNESS: (If individual or Partnership)

[SEAL]

**EXHIBIT A
SCOPE OF WORK**

1. SERVER UPGRADE FOR INTERACTIVE VOICE RESPONSE (IVR)
 - CONSULTANT shall with City of Chandler (COC) staff set up, install and configure COC-provided server with the following:
 - Voice Card (8 Ports) and Fax Card
 - Remote Access Installation Support
2. SERVER UPGRADE FOR INTERACTIVE WEB RESPONSE (IWR)
 - CONSULTANT shall with COC staff set up and upgrade Web Utility on COC-provided server.
3. A-OK PROGRAM CONTRIBUTION
 - CONSULTANT shall with COC staff configure the system to show balances online for deposits that are charged toward an account (Application Program Interface (API) Billing Enhancement).
 - CONSULTANT shall with COC staff configure the system to include an option to contribute a fixed amount toward the A-OK Donation Program.
4. REMINDER PHONE CALLS
 - CONSULTANT shall with COC staff configure the system to automatically generate out-bound reminder phone calls to Utility Billing customers providing notification of shut off date for past due accounts at dunning level 2.
5. ONLINE DEPOSIT ADMINISTRATION
 - CONSULTANT shall configure the current system webpage to reflect the following line items:
 - a. Utility services amount due
 - b. Deposit Balance
 - c. Balance Due

DELIVERABLES:

- Upgrade IVR Server.
- Upgrade IWR Server.
- Modification of website to allow an optional fixed contribution (fixed checkbox).
- Storage of A-OK information for pickup by companion program for transmittal to Hansen.
- System shall recognize when account has reached level 2 dunning.
- Initiate phone call and forward a confirmation, if call is answered, to Hansen system.
- System shall receive billing information from Hansen and add the following fields (Utility Services Balance and Deposit Balance) and amounts due to the Web Utility Current Information Page webpage.
- Documented Review to include Operating System requirements, Voice Card and Fax Card manufacture and model, and summary of VoicePermits and WebPermits functionality. (Document shall not exceed 2 pages in length).

**EXHIBIT B
FEE SCHEDULE**

CITY shall pay CONSULTANT for all work completed in a total amount not to exceed \$32,800.00 per the following schedule:

UTILITY BILLING PROJECT Project Payment Schedule	
Milestone	Payment (% of Total)
Phase I	30
<ul style="list-style-type: none"> • Project Schedule • Documented review of systems (Technical and Functional) • Sponsor Phase Signoff 	
Phase II	15
<ul style="list-style-type: none"> • Upgrade IVR • Configure IVR • Configuration Documentation IVR • Configure Reminder Phone Calls • System Testing • User Acceptance • Sponsor Phase Signoff 	
Phase III	55
<ul style="list-style-type: none"> • Upgrade IWR • Configure IWR • Configure Automatic Payment Interface • Configure Online Deposit • Configuration Documentation IWR • System Testing • User Acceptance • Sponsor Final Signoff 	
Total	100

EXHIBIT C

**Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number (if applicable):		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: Todd A. Johnston

Title: President

Date (month/day/year): 10/17/08