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BILL NO. S-13-02-33

SPECIAL ORDINANCE NO. S-17-13

AN ORDINANCE approving PROFESSIONAL SERVICES CONTRACT FOR CIS VENDOR SELECTION AND IMPLEMENTATION MANAGEMENT between EMA, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the CIS VENDOR SELECTION AND IMPLEMENTATION MANAGEMENT CONTRACT by and between EMA, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

Professional consulting services will assist City Utilities Business Services in selecting a billing and customer information system and will provide guidance in the implementation and testing of the selected system:

involving a total cost of SIX HUNDRED EIGHTY-SEVEN THOUSAND, EIGHT HUNDRED SEVENTY-EIGHT AND 00/100 DOLLARS - (\$687,878.00). A copy said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

PROFESSIONAL SERVICES AGREEMENT

**CIS Vendor Selection and Implementation Management for
Customer Information and Billing System (CIS)**

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
200 E. Berry Street, Suite 240
Fort Wayne, IN 46802

and

EMA, Inc (CONSULTANT)

Who agree as follows:


CITY hereby engages CONSULTANT to perform the services set forth in Part I - Services ("Services") and CONSULTANT agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). CONSULTANT shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from CITY. CITY and CONSULTANT agree that these signature pages, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement ("Agreement") between them relating to the Project.

APPROVALS

APPROVED FOR CITY

BOARD OF PUBLIC WORKS

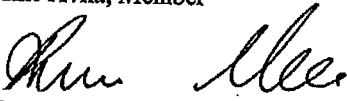
BY:


Robert P. Kennedy, Chair

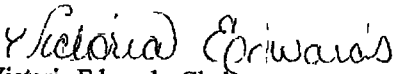
BY:


Mike Avila, Member

BY:


Kumar Menon, Member

ATTEST:


Victoria Edwards, Clerk

DATE:

January 20, 2013

APPROVED FOR CONSULTANT

BY:

DATE:

PART I

SCOPE OF BASIC CONSULTANT SERVICES

A. GENERAL

Consultant shall provide to the City, hereafter referred to as the Utilities, professional services in all phases of the project to which this scope of services applies. These services will include serving as Utilities' professional representative for the Project, providing professional consultation, high performance project management techniques and advice and other customary services incidental thereto.

B. PROJECT DESCRIPTION

The Utilities wish to replace its outdated Customer Information System (CIS). This project, using a Utilities provided – Consultant trained Project Team, will assist with vendor and CIS product selection, solution implementation and project management.

C. SCOPE OF WORK

The duty of the Consultant is to assist the Project Team with defining tasks and deliverables that are required for a successful CIS vendor/product selection and implementation. The Consultant shall develop and provide the following services:

Phase I - Vendor and CIS Product Selection

Task 1 – Evaluate Proposals and Demonstrations

- 1.1 Evaluate RFP Responses for Short List
 - 1.1.1 Project Team will read and evaluate proposals
 - 1.1.2 Qualified proposals will be scored
 - 1.1.3 Top three recommendations will be determined
 - 1.1.4 Conduct a Top Three workshop to discuss, validate and document conclusions
- 1.2 Conduct WebEx Validation Sessions with Top Vendors (Three)
 - 1.2.1 Select an area of functional requirements and ask vendors to clarify and provide more detail to validate responses
 - 1.2.2 Conducted via WebEx
- 1.3 Conduct Short List Evaluation (three demonstrations)
 - 1.3.1 Conduct scripted demonstrations to show how the proposed products handle key City business rules and processes
 - 1.3.2 Conduct and assist Project Team with vendor-guided, hands-on time with the software
 - 1.3.3 Conduct post-demonstration workshop to help Project Team determine top two vendors
- 1.4 Determine Preferred Vendor (two site visits for the top two products)
 - 1.4.1 Provide a template for the reference checks and site visit evaluations to Project Team
 - 1.4.2 Debrief the site visit team and rest of Project Team for any remaining questions to be identified
 - 1.4.3 If needed, facilitate web interactions with the top two vendors of up to a half day each
 - 1.4.4 Assist with a facilitated workshop for Project Team's recommendation of preferred vendor

Task 2 – Contract Negotiations and Write-Up

2.1 Negotiate Contract

- 2.1.1 Conduct a negotiation design workshop to discuss process and identify negotiation team members' roles
- 2.1.2 Prepare for and participate in vendor contract negotiations
- 2.1.3 Assist as needed with developing and presenting a project findings/update to executive-level staff.

2.2 Final Documents Review and Recommendation

- 2.2.1 Review the final Statement of Work and related documentation
- 2.2.2 Develop a written recommendation to Fort Wayne City Utilities (Recommendation should summarize the documents included in the review and highlight the key points forming the basis for the recommendation)

Task 3 – Selection Project Management

3.1 Selection Project Management

- 3.1.1 Deliverables to include communication, invoices, progress reports and risk review related to the Selection Phase.

Phase II – Solution Implementation and Project Management

Task 4 – Develop and Implement Roll-Out Plan

4.1 Implementation Mobilization

- 4.1.1 Initiate an orientation session for the Project Team
- 4.1.2 Facilitate kick-off workshop(s) with vendor
- 4.1.3 Facilitate session for Project Team and vendor to review the configuration profile and choices supported by the product

4.2 Hardware Procurement and Application Installation

- 4.2.1 Monitor and review hardware and application installation and initial testing
- 4.2.2 Document / Confirm that hardware installed is as per original specification
- 4.2.3 Document any associated issues or concerns

4.3 Data Conversion and Initial Implementation Team Training

- 4.3.1 Monitor the initial data conversation and review plans for subsequent conversion and data correction
- 4.3.2 Participate in initial training with the Project Team
- 4.3.3 Ensure concepts are understood and the Team has working knowledge of the application
- 4.3.4 Ensure vendor plans to carry through key goals into the implementation
- 4.3.5 Document any associated issues or concerns

4.4 Fit Analysis and Configuration

- 4.4.1 Ensure Fit Analysis and Configuration concepts are understood
- 4.4.2 Ensure the Team understands the consequences of configuration decision and impacts on current business processes
- 4.4.3 Document any associated issues or concerns

- 4.5 Interfaces**
 - 4.5.1 Monitor and review each of the selected vendor's provided interfaces and their testing
 - 4.5.2 Document each interface's conformance to requirements
 - 4.5.3 Guide team to manage vendor conformance where lacking
 - 4.5.4 Document any associated issues or concerns; recommend solutions, identify work plan and assist in improvement
- 4.6 Reports**
 - 4.6.1 Assist with determining whether reports listed in the RFP can be replaced with "canned" vendor reports or with queries in the new system
- 4.7 Testing and Training**
 - 4.7.1 Review the vendor's overall testing plan and make recommendations regarding acceptance
 - 4.7.2 Monitor and review each of the vendor's test phases
 - 4.7.3 Oversee the testing phase, ensuring sufficiency of test work by project team and vendor
 - 4.7.4 Review the vendor's overall training plan and make recommendations regarding acceptance
 - 4.7.5 Monitor vendor training sessions; ensure sufficiency of actual training
 - 4.7.6 Document any associated issues or concerns; recommend solutions, identify work plan and assist in improvement
- 4.8 Mock Go-Lives and Cutover**
 - 4.8.1 Review the vendor's overall cutover plan and make recommendations regarding acceptance
 - 4.8.2 Review mock go-lives; oversee activities, ensuring system and work process readiness
 - 4.8.3 Document any associated issues or concerns; recommend solutions, identify work plan and assist in improvement
- 4.9 Punch List and System Acceptance**
 - 4.9.1 Monitor the vendor's punch list process for a period following each of the Go-Lives and make recommendations regarding acceptance, noting improvements deemed necessary
 - 4.9.2 Assist project team manage vendor's remediation and system readiness

Task 5 – Implementation Project Management

- 5.1 Implementation Project Management**
 - 5.1.1 Develop a project plan that encompasses all tasks to be performed by the CIS vendor and Fort Wayne City Utilities
 - 5.1.2 Provide a consolidated budget status that includes CIS vendor costs in the monthly progress report
 - 5.1.3 Update the Steering Team in monthly face-to-face Steering Team progress updates during implementation.
 - 5.1.4 Provide near daily direction for the project team, assist in leading the project team meetings, follow up on action items, directly manage vendors, help resolve issues and assist with project communication

Task 6 – Perform and Complete a Project Close Out Audit Report and Develop Continuous Improvement Program

- 6.1 Project Close Out and Continuous Improvement**

- 6.1.1 Review selected documentation for accuracy and completeness
- 6.1.2 When appropriate, prepare and submit a recommendation that the vendor has completed its Statement of Work and that Fort Wayne City Utilities may issue final payment and commission the new system
- 6.1.3 Conduct three (3) continuous improvement workshops:
 - 6.1.3.1 One to identify potential improvement objectives
 - 6.1.3.2 One to develop the continuous improvement plan
 - 6.1.3.3 One, approximately 90 days after cutover, to update the continuous improvement objectives and plan \
 - 6.1.3.4 Prior to last workshop, meet with key stakeholders to discuss project objectives as compared to actual results.
 - 6.1.3.5 Summarize findings in a Project Close Out Audit Report and review/discuss with Fort Wayne City Utilities

D. SCHEDULE

Following requisite approvals, the project schedule will start with Notice to Proceed and conclude approximately 90 days after final acceptance/Project Close.

PART II

CITY'S RESPONSIBILITIES

City shall, at its expense, do the following in a timely manner so as not to delay the services:

A. INFORMATION REPORTS / SUBJECT MATTER EXPERTS

Make available to CONSULTANT reports, studies, system documentation, administrative rules and regulations, customer service policies, regulatory decisions and similar information relating to the Services that CONSULTANT may rely upon without independent verification unless specifically identified as requiring such verification.

Make available during normal work schedules and with advance notice, Utilities and City employees and the City's IT outsource vendor(s).

B. PROJECT TEAM

Assemble a core project team to:

- B.1. Master CONSULTANT's tools and methods, and
- B.2. Gather documentation, identify and schedule subject matter experts, share tribal knowledge, communicate frequently and assimilate project findings, conclusions and recommendations.

C. REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define City's requirements and make decisions with respect to the Services. The City representative for this Agreement will be Len Pochler, Deputy Director – Business Services or, in writing / e-mail, his designee.

PART III

COMPENSATION

A. COMPENSATION

Compensation for services performed shall be \$85,000, payable at the completion of each task as follows:

Phase I:	Vendor Selection Services	\$165,067
Phase II:	Implementation Services	463,761
Phase III:	Supplemental Services	69,050
	Total	\$697,878

B. BILLING AND PAYMENT

1. Timing/Format

a. CONSULTANT shall invoice Utilities monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as Utilities may reasonably require.

b. Utilities shall pay CONSULTANT within 30 days of receipt of approved invoice.

2. Billing Records

CONSULTANT shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**PART IV
STANDARD TERMS AND CONDITIONS**

1. **STANDARD OF CARE** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied, are provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CONSULTANT and CITY. CONSULTANT will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **SAFETY.** CONSULTANT shall establish and maintain programs and procedures for the safety of its employees. CONSULTANT specifically disclaims any authority or responsibility for general job site safety and safety of persons other than CONSULTANT employees.
4. **DELAYS.** If events beyond the control of CONSULTANT, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, CONSULTANT will be entitled to an equitable adjustment in compensation.
5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. CITY shall pay CONSULTANT for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
- CONSULTANT or CITY, for purposes of convenience, may at any time by written notice terminate the services under this Agreement. In the event of such termination, CONSULTANT shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.
6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by CONSULTANT for the specific purpose intended, shall be at CITY's sole risk.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by CONSULTANT is supplied for the general guidance of the CITY only. Since CONSULTANT has no control over competitive bidding or market conditions, CONSULTANT cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.
8. **RELATIONSHIP WITH CONTRACTORS.** CONSULTANT shall serve as CITY's professional representative for the Services, and may make recommendations to CITY concerning actions relating to CITY's contractors, but CONSULTANT specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CITY's contractors.
9. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
10. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by CONSULTANT and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** CONSULTANT shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements;

- a) Worker's Compensation per statutory requirements
- b) General Liability \$1,000,000 minimum per occurrence/ \$1,000,000 aggregate (if the value of the projects exceeds \$10,000,000 then this shall be \$5,000,000 aggregate).
- c) Automobile Liability \$1,000,000 per occurrence
- d) Products Liability \$1,000,000 per occurrence
- e) Completed Operations Liability \$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry St, Suite #480
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, CONSULTANT shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of CONSULTANT, its agents or employees.

13. **LIMITATIONS OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

14. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

15. **ACCESS.** CITY shall provide CONSULTANT safe access to any premises necessary for CONSULTANT to provide the Services.

16. **PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. **SEVERABILITY.** The various term, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding CONSULTANT's performance under this Agreement shall expire one year after Project Completion.

Interoffice Memo

Date: **February 26, 2013**

To: Common Council Members

From: **Len Poehler**, Deputy Director Business Services, Fort Wayne City Utilities

RE: **CIS Vendor Selection and Implementation Management Contract**

Fort Wayne City Utilities' current billing and customer information system is two decades old and needs to be replaced. The software vendor no longer supports the software and replacement parts to repair the obsolete hardware are increasingly more expensive to find. Down time from intermittent system failure impacts our access to customer data and affects our ability to serve our customers properly.

The Utilities' billing system must flawlessly generate over one million invoices, totaling nearly \$90 million, and process as many payments every year. There are over 20 interfaces to other systems such as banks, asset management software, backflow prevention, GIS, our mobile work force, general ledger, IVR, to name a few, that are relatively easy to connected to more modern CIS systems that either are not connected to our current system or are awkwardly patched together.

There are 85,319 water accounts, 86,408 sewer accounts, 83,986 storm accounts, over 80,000 garbage accounts that need to be managed, integrated and web enabled. Data analytics and performance dashboards are also part of the solution. This new system will allow customers to better manage their accounts, realtors to manage their listings and field staff to more effectively improve customer service.

This contract is for consulting services to assist us in selecting the best billing and customer information system and to guide us in the implementation and testing of that system. The selection and proper installation of the right billing and customer information system is a \$5-7 million decision that we will likely live with for ten or more years.

RFP's were sent to four vendors. The most qualified, responsive bidder was selected.

This professional services contract for vendor selection and implementation management is a not-to-exceed \$687,878. The Project will span approximately 20 months.

CC: BOW
Kumar Menon
Diane Brown

**PART IV
STANDARD TERMS AND CONDITIONS**

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3. **SAFETY.** CONSULTANT shall establish and maintain programs and procedures for the safety of its employees. CONSULTANT specifically disclaims any authority or responsibility for general job site safety and safety of persons other than CONSULTANT employees.
4. **DELAYS.** If events beyond the control of CONSULTANT, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, CONSULTANT will be entitled to an equitable adjustment in compensation.
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- CONSULTANT or CITY, for purposes of convenience, may at any time by written notice terminate the services under this Agreement. In the event of such termination, CONSULTANT shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.
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9. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
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11. **INSURANCE.** CONSULTANT shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements;
- a) Worker's Compensation per statutory requirements
 - b) General Liability \$1,000,000 minimum per occurrence/ \$1,000,000 aggregate (if the value of the projects exceeds \$10,000,000 then this shall be \$5,000,000 aggregate).
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Fort Wayne, IN 46802
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13. **LIMITATIONS OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.
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16. **PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.
17. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.
18. **SEVERABILITY.** The various term, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
19. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.
20. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding CONSULTANT's performance under this Agreement shall expire one year after Project Completion.

Public Hearing Date, if applicable

Read the first time in full and on motion by Councilman *John Shoaff*,
Read the second time by title and referred to the *City Utilities Committee*
Committee. Read the third time in full and on motion by Councilman
Shoaff, placed on passage by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	8	1		
BENDER	✓			
CRAWFORD	✓			
DIDIER	✓			
HARPER		✓		
HINES	✓			
JEHL	✓			
PADDOCK	✓			
SHOAFF	✓			
SMITH	✓			

DATED: *3-12-13* *Sandra E. Kennedy*
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE
(RESOLUTION) NO. *S-17-13* on the *12th* day of
March, 2013

Sandra E. Kennedy
SANDRA E. KENNEDY,
CITY CLERK

Thomas F. Didier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the *13th* day
of *March*, 2013, at the hour of *2:30* o'clock *P.M.* . E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this *14th* day of *MARCH*
2013, at the hour of *9:00* o'clock *AM* . E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

BILL NO. S-13-02-33

REPORT OF THE COMMITTEE ON CITY UTILITIES

MARCH 5, 2013

**JOHN SHOAFF – CHAIR
MITCH HARPER – CO-CHAIR
ALL COUNCIL MEMBERS**

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN ORDINANCE APPROVING PROFESSIONAL SERVICES CONTRACT FOR CIS VENDOR SELECTION AND IMPLEMENTATION MANAGEMENT BETWEEN EMA, INC. AND THE CITY OF FORT WAYNE, INDIANA, IN CONNECTION WITH THE BOARD OF PUBLIC WORKS. HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE

DO PASS

DO NOT PASS

ABSTAIN

NO REC

2013.03.05
gpk
John Shoaff
Mitch Harper
John A. Crisp
J. Stuebel
James Hendon
Martin A. Bond

SANDRA E. KENNEDY
CITY CLERK