

**From:** [Stephens, Jesse](#)  
**To:** [Stephens, Jesse](#)  
**Cc:** [Perkins, Drew](#)  
**Subject:** Consider RFP for Billing Services - Item I2  
**Date:** Friday, June 13, 2025 3:18:38 PM  
**Attachments:** [RFP FOR Billing Software Vendor - BCRSD -6-13-2025.pdf](#)  
[image001.png](#)

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Dear Board of Trustees,

I'm seeking a motion to allow the executive director to advertise for and solicit bids for billing software services in the format of the attached RFP.



***Jesse Stephens, Facilities Engineering Manager***  
Boone County Regional Sewer District (BCRSD)  
1314 N. 7th St., Columbia, MO 65201  
C: 573.239.4025 | O: 573.443.2774  
e: [jstephens@bcrsd.com](mailto:jstephens@bcrsd.com) | w: [www.bcrsd.com](http://www.bcrsd.com)



**Request for Proposal (RFP) for Billing Software Services**  
**For Boone County Regional Sewer District**  
**(BCRSD)**

***Proposal #02-2025***

**Submittal Deadline:**  
**not later than 2:00 P.M. CST**  
**July 30<sup>th</sup>, 2025**

**Direct Responses To:**

**Drew Perkins**

**bcrsd@bcrsd.com**

**P: (573) 443-2774**

**bcrsd.com**

**Issued Date: June 25<sup>th</sup>, 2025**

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## **NOTICE OF REQUEST FOR PROPOSAL**

Boone County Regional Sewer District (BCRSD) is accepting proposals in response to this Request for Proposals (RFP) for the following:

### **RFP for Billing Software – Boone County Regional Sewer District**

A pre-proposal meeting will occur at **2:00 p.m. central standard time (CST) on Tuesday, July 15<sup>th</sup>, 2025** at the BCRSD office located at 1314 N. Seventh Street, Columbia, MO 65201. Interested offerors will be required to attend in order to discuss our existing technical environment and meet with the Boone Electric Cooperative staff who currently provide billing services for our organization. **Attendance is mandatory**, however a virtual attendance link will be provided to those who cannot appear in person. Please e-mail [bcrsd@bcrsd.com](mailto:bcrsd@bcrsd.com) to receive a link for virtual attendance. The link will also be posted on our website.

Offerors shall e-mail [bcrsd@bcrsd.com](mailto:bcrsd@bcrsd.com) by **5:00 p.m. on Friday July 18<sup>th</sup>, 2025** indicating their intent to submit a proposal and list any questions they have about the proposal. Failure to indicate intention to submit a proposal response may result in the offeror not receiving addenda or other critical updates for the proposal submission.

Answers to questions received will be e-mailed to all interested offerors by **Wednesday, July 23<sup>rd</sup>, 2025** and will also be available upon request. Answers to questions received after **5:00 p.m. on Friday, July 18<sup>th</sup>, 2025** will not be provided.

Sealed proposals will be accepted until **2:00 p.m. CST on Wednesday, July 30, 2025**, at the office of the BCRSD located at 1314 North Seventh Street, Columbia, MO 65201. Proposals received after **2:00 p.m. CST on Wednesday, July 30<sup>th</sup>, 2025**, will not be opened.

Request for Proposals are available from the BCRSD and requests for copies may be made by phone (573) 443-2774 or e-mail: [bcrsd@bcrsd.com](mailto:bcrsd@bcrsd.com). The Request for Proposal will also be made available on our website at [www.bcrsd.com](http://www.bcrsd.com).

## 1) Background and RFP Overview

- 1.1 **About BCRSD:** The Boone County Regional Sewer District (BCRSD) is a public sewer utility, established as a common sewer district pursuant to Sections 204.250-204.470 of the Revised Statutes of Missouri. Our mission is to provide current and future customers with cost effective, reliable sanitary sewer service by collecting and treating wastewater, and to protect public health and the environment in accordance with local, state and federal permit requirements. We currently serve approximately 7,800 customers.
- 1.2 **Objectives and Goals:** With this Request for Proposal (RFP), BCRSD is soliciting proposals from qualified vendors to provide a comprehensive sewer utility billing software solution. The selected system should enhance our billing processes, improve customer service, and integrate seamlessly with our technical infrastructure. This request is publicly advertised and will be used to evaluate provider options for BCRSD. This document does not commit BCRSD to contract for any service, supply, or subscription whatsoever. BCRSD will not reimburse for any information or administrative costs incurred because of participation in response to the RFP. All costs associated with response will solely reside at the responding party's expense.
- 1.3 **General Scope of Services:** BCRSD is transitioning their billing services away from the Boone Electric Cooperative (BEC), which has historically provided BCRSD's comprehensive billing software infrastructure, including software, hardware, network, maintenance, and technical and customer support.
- 1.3.1 **Initial Project:** All hardware, software, and relevant systems will need to be separated from the BEC environment and transitioned to a stand-alone web-based environment. The existing environment is detailed in Appendix E.
- 1.3.2 **Ongoing Needs:** BCRSD has a staff of billing professionals who will require all services and tools necessary to maintain the billing software system, improve efficiency, and mitigate risks. Monthly or on-call services should be included as part of this proposal. It is our intention to enter a 3-year contract with a billing software vendor, with an optional 2-year contract extension, prior to issuing any future RFP for billing software services.
- 1.4 **Key Dates:**

Event	Date
RFP Release Date	Wednesday, June 25 <sup>th</sup> , 2025
Pre-Proposal Meeting	Tuesday, July 15 <sup>th</sup> , 2025 – 2:00 pm CST
Intent to Respond & Questions Due	Friday, July 18 <sup>th</sup> , 2025 – 5:00 pm CST
Answers to Questions Posted	Wednesday, July 23 <sup>rd</sup> , 2025
Proposals Due	Wednesday, July 30 <sup>th</sup> , 2025 – 2:00 pm CST

## 2) INSTRUCTIONS AND GENERAL CONDITIONS

2.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the BCRSD office until the proposal closing date and time indicated herein for furnishing the BCRSD with services as detailed in the following request for proposal.

2.2 **Proposal Closing:** All proposals must be **delivered by 2:00 p.m. on Wednesday, July 30th, 2025** to:

BCRSD  
1314 North Seventh Street  
Columbia, Missouri 65201

2.2.1 **The BCRSD will not accept any proposals received after 2:00 p.m. on Wednesday, July 30<sup>th</sup>, 2025.** Late submissions may be returned unopened if the offeror requests within ten (10) business days after bid opening. All returns will be made at the offeror's expense.

2.3 **Sealed Proposals Required:** Proposals must be submitted in a sealed envelope identified with the proposal number. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronically transmitted proposals will be accepted.

2.3.1 **Copies:** The offeror is advised to submit one (1) original proposal.

2.4 **Proposal Opening:** Proposals will be opened publicly shortly after **2:00 p.m. Wednesday, July 30<sup>th</sup> 2025**, but only the names of offerors will be read aloud at the proposal opening.

2.5 **Confidentiality and the Missouri Sunshine Law:** All proposals submitted in response to this RFP will be opened during a closed committee meeting. After a contract for the services described in this RFP has been executed or all proposals have been rejected, all proposals will be available for public inspection pursuant to Chapter 610 of the Revised Statutes of Missouri (the "Missouri Sunshine Law"). Once available for public inspection, all proposals received will be considered public records for purposes of the Missouri Sunshine Law. Trade secrets or confidential information within a proposal that are protected by law shall remain protected and will not be disclosed for public inspection, in accordance with applicable laws and regulations, but only to the extent such trade secrets or confidential information are (i) clearly identified and specified as such in the proposal and (ii) legally subject to closure pursuant to the Missouri Sunshine Law as determined in the sole discretion of BCRSD.

- 2.6 **RFP Offeror's List:** If the offeror has obtained this proposal document from a source other than the BCRSD, prior to submitting the proposal the offeror is advised to check with the BCRSD to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. Please reply to the contact listed in section 2.7 below by **July 18<sup>th</sup>, 2025** to indicate your intent to submit a proposal on the RFP.
- 2.7 **Guideline for Written Questions:** All questions regarding this Request for Proposal must be submitted in writing no later than **5:00 p.m., Friday, July 18<sup>th</sup>, 2025**. All questions must be e-mailed to the attention of Drew Perkins at the email address indicated below. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet. Submit questions to:

Drew Perkins

E-mail: [bcrsd@bcrsd.com](mailto:bcrsd@bcrsd.com)

**Answers may not be provided to questions received after 5:00 p.m. on Friday, July 18<sup>th</sup>, 2025.**

- 2.8 **RFP Addenda:** In the event that it becomes necessary to revise any part of this RFP, a written addenda will be issued. Any addendum to this RFP is valid only if ***in writing*** and issued by the BCRSD. Verbal conversations or agreements with any officer, agent, or employee of the BCRSD will not modify any terms or obligations of this RFP.
- 2.9 **Notice of Intent to Respond and Mandatory Pre-proposal Meeting:** Please indicate your intention to respond to this RFP by email to the contact listed in section 2.7 above by **Friday, July 18<sup>th</sup>, 2025**. In addition, please provide the contact details of the individual responsible for coordinating your RFP response. An opportunity will be made available for interested offerors to visit the site on **Tuesday, July 15<sup>th</sup>, 2025 at 2:00 p.m. CST**. Attendance at the site visit is **MANDATORY** but a virtual attendance link will be provided to those offerors who cannot attend in person. Failure to indicate intention to submit a proposal response may result in the offeror not receiving addenda or other critical updates for the proposal submission. **Failure to attend the mandatory pre-proposal meeting, either in-person or virtually, will result in the offeror's disqualification for the award of the contract contemplated by this RFP.**

### **3) PROPOSAL SUBMISSION INFORMATION**

#### **3.1. SUBMISSION OF PROPOSALS:**

3.1.1 When submitting a proposal, the offeror should include the **original**.

a. The offeror must submit the proposal to:

**BCRSD  
1314 North Seventh Street  
Columbia, MO 65201**

b. The proposals must be delivered no later than **2:00 P.M. CST on Wednesday, July 30<sup>th</sup>, 2025**. Proposals will not be accepted after this date and time.

3.1.2 **Terms and Conditions:** The offeror agrees that by submitting an offer, BCRSD's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the BCRSD must govern.

3.1.3 **Note:** the terms "offeror" and "vendor" are used interchangeably herein and each mean the firm, entity or individual submitting a proposal in response to this RFP.

#### **3.2 ORGANIZATION OF PROPOSAL:**

3.2.1 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The offeror is advised that the proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responsive proposals will fully describe how the service will be performed.

3.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit all information related to each of the evaluation categories, and BCRSD is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal, including disqualification from consideration of the



contract award for failure to submit a responsive proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified, or such deviation may be reflected by the deduction of points awarded in the relevant evaluation category.

3.2.3 The offeror should also include the following information in their proposal:

- a. Cover Letter
- b. Brief Overview of the firm
- c. Detailed description of how you deliver your products and services, as well as any tools included in your service delivery (re. backups, cyber security, etc.)
- d. Completed forms of Appendix A, Appendix B, Appendix C, Appendix D
- e. Cost structure, including upfront one-time fees and ongoing fees, expected escalation costs from year to year, as well as time and material costs for extra services
- f. A version of any master services agreement or other contract typically used by your firm. (Note that all terms and conditions are subject to review and approval of BCRSD and may be negotiated with the selected service provider)

### 3.3 OFFEROR'S CONTACTS WITH BCRSD:

3.3.1 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, evaluation of the RFP, or any other matters related to the RFP to **Drew Perkins, Administrative Assistant**. Offerors and their agents may not contact any other BCRSD employee, Trustee, agent or representative regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements, and may cause the offer to be disqualified from this RFP. Offerors and their agents who have questions regarding this RFP should contact Drew Perkins as indicated in section 2.7 of this RFP.

3.4 **VALIDITY OF PROPOSAL RESPONSE:** By submitting a proposal, offerors agree that such proposal remains firm for a period of ninety (90) calendar days after the date specified for the submission of proposals.

### 3.5 EVALUATION OF PROPOSALS

3.5.1 **Evaluation and Award Process:** Only responsive proposals from responsible offerors will be subject to full scoring and evaluation as provided herein. Responsive proposals from responsive offerors are those proposals that satisfy all mandatory requirements stated in the Request for Proposal. The evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the responsive

proposals received from responsible offerors. The evaluation will include an assessment of cost and the offeror's experience, expertise and reliability as further provided herein.

- 3.5.2 **In order to conduct an evaluation of proposals**, the vendor is advised to complete the Offeror Response pages, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. When evaluating responses, the BCRSD reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source. **The BCRSD is not obligated to obtain additional information necessary for evaluation from the vendor but reserves the right to schedule interviews with any offeror to obtain additional relevant information and to consider information received from other sources.**
- 3.5.3 **Competitive Negotiation of Proposals:** The offeror is advised that under the provisions of this Request for Proposal, the BCRSD reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- a. Negotiations may be conducted in person, in writing, or by telephone.
  - b. Negotiations will only be conducted with potentially acceptable proposals. The BCRSD reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase.
  - c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
  - d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the BCRSD determines that a change in such requirements is in the best interest of BCRSD.
- 3.5.4 **Evaluation of the Offeror's Experience, Expertise and Reliability:** Award of the contract contemplated by this RFP will be made to the offeror whose proposal is determined by BCRSD to be most advantageous to BCRSD. Experience, expertise, and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP and outlines the expertise of key personnel who will be assigned tasks to perform for BCRSD.

- a. **Service Provider Scoring and Selection:** The offeror shall be evaluated according to the following scoring criteria.
  - i. **Price:** This will comprise 40% of the composite score. The lowest responsive bid cost will be awarded a full 40% based on projected one-time costs and on-going costs for the initial onboarding conversion and the first three contract years. The offeror shall clearly identify one-time project and onboarding costs to initiate the project. Offerors shall also identify any monthly costs for providing the requested and necessary services. If services are performed on a time and material basis, the offeror shall identify all billing rates and average billable hours estimated for the offeror to perform monthly on-going service to BCRSD. Price will be evaluated based on the initial cost and three years of projected monthly service. Higher bids will be awarded a percentage based on taking the lowest responsive bid cost (L) divided by the cost of the proposal being evaluated (B) multiplied by 40%. ( $L/B \times 40\%$  = awarded percentage.)
  - ii. **Service Provider Experience and References:** This will comprise 20% of the composite score.
  - iii. **Service Provider Reliability:** This will comprise 20% of the composite score.
  - iv. **Service Provider Expertise, Schedule for Implementation and Deployment approach:** This will comprise 20% of the composite score.

#### 3.5.5 Rejection / Withdrawal of Proposals Response:

- a. **Rejection of Proposals:** The right is reserved by the BCRSD at its discretion to reject any or all proposals or parts thereof. The BCRSD reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of and most advantageous to the BCRSD.
- b. **Withdrawal of Proposals:** Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. **Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.**

## Appendix A – Offeror Response and Signature Page

*(The offeror should complete and return this with the proposal)*

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's company in a contract with the BCRSD.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Name and E-Mail Address:

\_\_\_\_\_

**NOTE:** The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the BCRSD will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal, if selected for award by the BCRSD, will be included as part of the final contract with the BCRSD.

## Appendix B – Vendor Experience, Expertise & Reliability Questionnaire

*(The offeror should complete and return this with the proposal)*

The following information must be provided by the offeror to assist BCRSD in evaluating the offerors' experience, expertise and reliability. The BCRSD reserves the right to use this information, including information gained from any other source, in the evaluation process.

Failure to submit requested information may negatively impact the evaluation of the proposal. The BCRSD is under no obligation to obtain information from the vendor not submitted with the proposal that may impact the subjective evaluation of the vendor's proposal.

### **B.1 Company History:**

The offeror should describe in the available space, or attach additional pages, with the company's background in the provision of information technology-related services, e.g., when the company was founded, how long the company has been serving the Missouri market, etc.:

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### **B.2 Offeror's References:**

Provide at least three (3) references for whom the offeror has performed IT-related service in the past three ( ) years:

#### **Reference 1**

Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

**Reference 2**

Company/Entity Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Telephone Number and Area Code: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Description of Equipment/Services Furnished: \_\_\_\_\_  
Availability of Reference: \_\_\_\_\_

**Reference 3**

Company/Entity Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Telephone Number and Area Code: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Description of Equipment/Services Furnished: \_\_\_\_\_  
Availability of Reference: \_\_\_\_\_

### B.3 Personnel Expertise Summary

Expertise of **key personnel** who will be assigned tasks as defined herein will be considered in the subjective evaluation of proposals. The vendor should identify the names and provide a brief description of the background and work experience of key personnel who will be assigned to perform mowing services.

1) Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Background &  
Experience: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Background &  
Experience: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Background &  
Experience: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### B.4 Signature and Identity of Offeror

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Offeror, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with binding intent to become the responsible and sole Contractor) the signing party is the agent of, and duly authorized in writing to sign for the Offeror or Offerors; and that the signatory is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

( ) sole individual                      ( ) partnership                      ( ) joint venture

( ) corporation, incorporated under laws of the state  
of \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_

Name of individual, all partners, or joint ventures:

Address of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Doing business under the name of:

Address of principal place of business in  
Missouri:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation - show its name above)

ATTEST:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Title)

NOTE: If the Offeror is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Offeror is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS MO. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed as requested by the BCRSD.



## Appendix C – Statement of Qualifications

(The offeror should complete and return this with the proposal)

Name of Offeror: \_\_\_\_\_

Business Address: \_\_\_\_\_

When Organized: \_\_\_\_\_

When Incorporated: \_\_\_\_\_

Number of years in business: \_\_\_\_\_

If not under present firm name, list previous firm names and types of organizations.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of years engaged in business under present firm name: \_\_\_\_\_

If the offeror has done business under a different name, please give name and business location under that name: \_\_\_\_\_

Percent of work to be done by directly-employed staff: \_\_\_\_\_

Has the offeror ever failed to complete any work awarded to the offeror's company? Yes or No (Circle One)

If so, where and why? \_\_\_\_\_

Has the offeror ever defaulted on a contract or been in litigation for services performed? Yes or No (Circle One). If "Yes", give details:

(a) Number of contracts on which default was made: \_\_\_\_\_

(b) Description of defaulted contracts and reason therefore: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated at this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Name of Organization(s) \_\_\_\_\_

By (Name and Title of person signing) \_\_\_\_\_

(Signature) \_\_\_\_\_

## Appendix D – Work Authorization Information

(The offeror should complete and return this with the proposal)

### INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the BCRSD to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The BCRSD is required to obtain certification that the offeror awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<https://www.e-verify.gov/employers>

Please complete and return form Work Authorization Certification Pursuant to 285.530 RS MO if the contract amount is in excess of \$5,000. Attach to this form the E-Verify Memorandum of Understanding that the offeror completed when enrolling. Information on that form is available at

[www.e-verify.gov/sites/default/files/everify/memos/MOUforEVerifyEmployer.pdf](http://www.e-verify.gov/sites/default/files/everify/memos/MOUforEVerifyEmployer.pdf)

If the offeror is an Individual/Proprietorship, then the offeror must return the attached Certification of Individual Offeror. On that form, the offeror may do one of the three options listed. Be sure to attach any required information for those options as detailed on the Certification of Individual Offeror. If the offeror chooses option number two, then the offeror will also need to complete and return the attached form Affidavit.

(The offeror should complete and return with the proposal)

**WORK AUTHORIZATION CERTIFICATION**  
**PURSUANT TO 285.530 RS MO**  
**(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of \_\_\_\_\_ )  
 ) ss  
 State of \_\_\_\_\_ )

My name is \_\_\_\_\_. I am an authorized agent of \_\_\_\_\_  
 \_\_\_\_\_(Offeror). This business is enrolled and participates in a federal work authorization  
 program for all employees working in connection with services provided to the BCRSD. This business  
 does not knowingly employ any person that is an unauthorized alien in connection with the services  
 being provided. Documentation of participation in a federal work authorization program is attached  
 hereto.

Furthermore, all subcontractors working on this contract must affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, must not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Date

---

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFICATION OF INDIVIDUAL OFFEROR**

Pursuant to Section 208.009 RS MO, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

**Options**

\_\_\_\_\_1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving public benefit.

\_\_\_\_\_2. I do not have the above documents but provide an affidavit (copy attached – see following page) which may allow for temporary 90-day qualification.

\_\_\_\_\_3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification must terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

_____	_____	_____
Applicant	Date	Printed Name

**AFFIDAVIT**  
**(Only Required for Certification of Individual Offeror (Option #2))**  
*– see previous page –*

State of Missouri                    )  
  ) ss  
County of \_\_\_\_\_ )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

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

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## Appendix E – Current Technical Environment of BCRSD Billing Software

- All information technology services are currently provided to BCRSD by Boone Electric Cooperative (BEC). A new vendor will be brought on board and will be working on an IT migration solution at the same time the new billing software is being developed.
- BCRSD is connected to BEC by a fiber connection, delivering network access. This direct connection will only be eliminated after the new billing software is fully functional and deployed.
- The BEC billing software is iVUE. All of BCRSD's databases will need to be migrated from iVUE to the new billing software proposed. The BEC staff will assist the selected vendor in the data migration from iVUE to the new solution. The software is National Information Solutions Cooperative (NISC) iVUE solution. It currently provides the customer database, billing system, physical mailing system, electronic notification system, and payment system.
- The BEC staff will facilitate the customer data migration between NISC and the selected vendor.

## Appendix F – BCRSD Project Scope

The offeror should demonstrate how its software solution is capable of the desired functionality below. If any of the desired applications requested below are not feasible, please outline in your response.

### 1. SYSTEM FUNCTIONAL REQUIREMENTS

- a. The system shall have the general functionality as described below:
  - i. Include a user-friendly interface.
  - ii. Include user-defined fields with parameters defined by the user.
  - iii. Be able to efficiently expedite process such as setting up new accounts, meter changes, creating service orders, assess delinquencies and penalties, perform routing customer billing.
  - iv. Provide various levels of security. Access should allow each user group to be granted full access, read only access or limited access, and allow for administration of user access and password administration.
  - v. Provide administration the ability to change or update field values within the system.
  - vi. Provide technical support from 8:00 a.m. to 5:00 p.m. Central Standard Time on Monday through Friday.
  - vii. System should interface with cash receipts, general ledger, metering reading software and spreadsheets, remittance processing, GIS mapping and other web applications.
  - viii. System should be capable of tracking service address, parcel number, legal description, and other fields as determined by BCRSD staff. All fields within the current iVUE software should migrate to the new software.
- b. The system should provide customer account and location management as described below:
  - i. System should enforce business rules on all system transactions so that user errors are minimized.
  - ii. System should allow documents such as photos, letters, etc. to be attached to an account or address and be viewable to authorized system users.
  - iii. Be able to support all our current accounts with plenty of ability to grow our customer base.
  - iv. System should track customer classification(s) and types of service provided.
  - v. System should have the ability to view all customer account activity in one location, including, but not limited to billing history, payment history, notes, etc.
  - vi. System should have the ability to make changes to customer accounts with proper credentials.
  - vii. System should have the ability to define, add, change, and delete an unlimited number of account types.

- viii. System should have the ability to query an account based on various search criteria such as customer name, account number, service address, parcel number, etc.
  - ix. System should provide summary and detail level inquiry of customer accounts, consumption, and amount paid per month/year.
  - x. System should have user defined fields to be maintained for each record.
  - xi. System should have the ability for unlimited notes with the ability to assign alert flags where needed.
  - xii. System should have the ability to provide an audit trail for changes to an account.
  - xiii. System should be able to track an unlimited number of customer transactions, notes, meter history, etc.
  - xiv. System should accommodate new customers at an existing service address through a transfer function.
  - xv. System should be capable of tracking property owners' information as well as tenant information.
  - xvi. System should have the ability to transfer customer balances and other related information to a new account when a customer transfers to a new service address.
- c. The system should be able to handle the rate and fee schedules as described below:
- i. System should define and be able to add, change, and delete an unlimited number of rate code types and amounts.
  - ii. System should be able to define an effective date for rate tables and prorate charges based on the effective date.
  - iii. System should have the ability to define wastewater service rates that are consumption based, fixed, surcharge-based, or seasonally averaged.
  - iv. System should be able to prorate customer charges for service to date of occupancy.
- d. The billing management capabilities should include the following:
- i. System should support single or multi-cycle billing system.
  - ii. System should provide a complete billing pre-list for review prior to bill printing.
  - iii. System should maintain a file of comments for inclusion on utility bills, reminder notices or shut-off notices.
  - iv. System should have the ability to send an automated e-mail or text communication to customers based on district defined parameters.
  - v. System should have the ability to send bills or messages to customer phones or mobile devices.
  - vi. System should generate a return stub so that cash receipts can be read with an optical character reader by scanning the account and amount.
  - vii. System should have the ability to produce statements for customers with multiple accounts.



- viii. System should support billing adjustments.
  - ix. System should be capable to allow for paper bills, e-bills, etc.
  - x. System should provide for an auto-pay options.
- e. The delinquency management functions should include the following:
  - i. Ability to age accounts in 30, 60, 90, and 120 day increments.
  - ii. Ability to automatically apply late penalties or interest to delinquent accounts.
  - iii. Automatic printing of shut-off notices and service orders through interface to a service order system.
  - iv. Ability to produce delinquent bills for customers that have already received a final bill but continue to maintain an unpaid balance.
  - v. Automated special payment arrangements allowing customers to pay an overdue amount over time.
  - vi. Ability to automatically assess a charge to an account if a shut off is processed.
  - vii. Ability to generate files to transfer an unpaid utility balance for lien processing.
  - viii. Ability to process accounts for write off and debt collection.
  - ix. Maintain a dynamic shut-off list that can be automatically or manually updated.
  - x. Ability to populate third party notification system with account holders' information so customer can be notified prior to termination of service.
- f. The system service order management functions should include:
  - i. Ability to define, add, change, and delete an unlimited number of service order types.
  - ii. Automated updates to the utility billing system upon completion of service order.
  - iii. A history of all service orders related to a service address.
  - iv. Ability to dispatch or receive service orders via e-mail.
  - v. Ability to track work orders and provide reports for active and completed work orders.

## 2. SYSTEM TECHNICAL REQUIREMENTS

- a. Cloud-based hosting
  - i. The cloud-based hosting proposal must include all infrastructure necessary including any hosting fees.
  - ii. The provider must support the technology at all times and must perform infrastructure updates and apply patches on a regular basis as part of the proposed fees.
  - iii. Updates must not interrupt service and must be implemented solely by the bidder, with notifications to BCRSD.
  - iv. The bidder must provide IT Security services for the cloud-based hosting systems as part of your proposed fees and these services must include intrusion

detection, penetration monitoring, vulnerability scanning and annual SOC auditing.

- v. Cloud-based hosting must be provided through a reputable data center vendor, preferred servers are AWS, Azure, or comparable.

b. Security

- i. The proposer should be PCI certified.
- ii. The vendors hosted environments and corporate environments should be separate.
- iii. The software should use multi-factor authentication when accessing hosted environments.
- iv. Security should exist to mitigate movement between hosted environments. ACLs, firewalls, etc. should be provided.
- v. Describe if any end of life or end of support hardware or software is being used in the hosted environment.
- vi. Where is the physical location of where data is stored, i.e. server locations.
- vii. Are all costs associated with PCI compliance included in the proposers bid?
- viii. Does the proposer undergo annual SOC audits? What level of SOC audit to you undergo?
- ix. What tools does the provider utilize in performing IT security services?
- x. Does the bidder provide validated procedures for security configuration management, security patch installation, and malware prevention on all servers and PC's involved in service deliver?
- xi. Please describe how the proposer performs the following IT security services:
  - 1. Vulnerability scanning
  - 2. Penetration testing
  - 3. Intrusion detection
  - 4. SIEM monitoring
  - 5. Software Security Patching
- xii. Does the bidder utilize an independent third party to conduct annual information security penetration tests of your IT systems?

c. System Maintenance and Reliability

- i. Describe how system maintenance is done.
- ii. Describe the update cycle.
- iii. Describe how the hosted solution provides for disaster recovery?
- iv. Describe the back-up process including frequency.
- v. Describe any redundancy features.
- vi. Describe the backbone connectivity of datacenters to broadband providers.

d. Data Management

- i. Describe the process and ability to return BCRSD's data upon contract termination.

- ii. Are copies of back-ups of the data available to BCRSD throughout the length of the contract?
  - iii. Describe the use of standard relational databases such as Microsoft SQL, Oracle or equivalent.
  - iv. Describe the primary programming languages used in the application?
  - v. Describe if any business intelligence solutions are available with the system.
- e. Training
  - i. Offeror shall provide a training program to the current BCRSD staff to learn the new platform. Please outline what this training program would include?

## Out of Scope

The following items are not included in the migration plan. These may be items that were discussed as future projects or projects that will be delivered by 3rd parties:

- Purchase of Credit Card machines, cash registers, and other hardware required to receive payment. Please provide suggestions and options for us to consider.

## Appendix G – Questions

Please provide responses to the questions below to the best of your ability.

1.0 Company Questions	
1.1	Q. Please provide your company webpage.
1.2	Q. How many employees in your company are responsible for account management?
1.3	Q. How many employees in your company provide technical support to customers?
2.0 General Questions	
2.1	Q. Why do you believe that you are a good fit with our organization?
2.2	Q. Describe your onboarding/implementation process and approach if you were selected?
2.3	Q. How do you typically work with clients who have no in-house IT professionals?
2.4	Q. Do you provide 24-hour technical support? If not, what are your hours?
2.5	Q. What are the most common events with additional billable hours that your clients see?
3.0 Process Questions	
3.1	Q. Do you use in-house or contracted resources for services?
3.2	Q. Describe your process for onboarding BCRSD to your organization?
3.3	Q. What BCRSD resources would you require (i.e., information, data, staff resources, communication) during initial onboarding and on an ongoing basis?
3.4	Q. Describe your account management process, and how service requests are escalated.
3.5	Q. Where is/are your support center(s) located?
3.6	Q. How do you notify users of maintenance windows, system outages and potential threats to the environment?

## Appendix H – General Contract Requirements

### 1.1 Invoicing and Payments:

- 1.1.1 The service provider shall invoice and be paid in accordance with firm, fixed prices shown in the Offeror Response within the proposal. The service provider shall submit an itemized invoice to the BCRSD monthly.
- 1.1.2. Payment will be made monthly after an invoice has been received.
- 1.1.3. Any additional costs associated with this proposal must be approved through the appropriate Change Order mechanism accomplished by way of a written contract amendment. No additional fees or taxes shall be included as additional charges. The BCRSD agrees to pay invoices within thirty (30) calendar days of receipt of a valid invoice.

### 1.2 Other General Contract Requirements:

- 1.2.1 Insurance Requirements: The service provider shall not commence work under the contract until the service provider has obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the BCRSD; nor shall the service provider allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been obtained and approved. All policies shall be in amounts, form and companies satisfactory to BCRSD which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the BCRSD.
  - a. Employers Liability and Workers Compensation Insurance: The service provider shall take out and maintain during the life of the contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the service provider shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the service provider. Workers Compensation coverage shall meet Missouri statutory limits.
  - b. Commercial General Liability Insurance: The service provider shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,448,710.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing

Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- c. The service provider may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **The contractor shall agree to endorse the BCRSD as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- d. Business Automobile Liability: The service provider shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$3,448,710.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Service Provider's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- e. Subcontractors: The service provider shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of BCRSD. The service provider shall provide to the BCRSD copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the BCRSD as an Additional Insured and have the Waiver of Subrogation endorsements added.
- f. Proof of Carriage of Insurance: The service provider shall furnish the BCRSD with Certificate(s) of Insurance which name the BCRSD as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the BCRSD. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the BCRSD has made final acceptance of the services provided.
  - a. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the BCRSD shall have the right to cancel and terminate the contract without notice. The offeror shall add BCRSD as a Certificate Holder:

**Certificate Holder address:**

BCRSD  
1314 North Seventh Street  
Columbia, MO 65201

- 1.2.2 **Indemnity Agreement:** To the fullest extent permitted by law, the service provider shall indemnify, hold harmless and defend the BCRSD, its directors, trustees, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the service provider, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the service provider or a subcontract for part of the services), of anyone directly or indirectly employed by the service provider or by any subcontractor, or of anyone for whose acts the service provider or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the service provider to indemnify, hold harmless, or defend the BCRSD from its own negligence.
- a. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the BCRSD, its officials nor any of its employees in the course of their official duties.
- 1.2.3 **Contract Terms and Conditions:** The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without prior consent and approval in writing by the BCRSD.
- 1.3 Contract Period:** The initial contract period shall run from the **Date of Contract approval through December 31, 2028**. The contract will be extended for two years upon written notice provided by BCRSD to the service provider on or before December 31, 2028. Either party may terminate the contract by providing the other party with ninety (90) calendar days prior written notice.
- 1.4 Pricing:** All contract pricing shall be considered firm and fixed price for the entirety of the identified contract period.
- 1.5 Cancellation:**
- 1.5.1 The BCRSD reserves the right to cancel the contract without cause by giving not less than ninety (90) calendar days prior notice to the service provider in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the service provider to comply with any of the provisions of the contract may be considered a material breach of contract and may be cause for immediate termination of the contract at the discretion of the BCRSD. BCRSD may allow the service provider reasonable opportunity to cure material breach but is not required to do so.
- 1.5.2 **Fiscal Non-Funding Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the BCRSD must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the BCRSD.

- 1.6 Equal Opportunity Employer:** The BCRSD is an equal opportunity affirmative action employer pursuant to federal and state law, and all respondents submitting proposals shall be considered to be employers in compliance with federal and state laws, unless otherwise stipulated.
- 1.7 Work Authorization Certification:** If the total contract price is in excess of \$5,000, the contractor must complete the Work Authorization Certification form (See attached Work Authorization form). Before an award can be made, the serviced provider must supply proof of enrollment in the E-Verification program. (See attached Instructions for Compliance with House Bill 1549)
- 1.8 Sales/Use Tax Exemption:**
- 1.8.1** The BCRSD will provide the service provider with a completed Missouri Project Exemption and Missouri Tax Exemption letter for BCRSD. It shall be the responsibility of the service provider to ensure that the BCRSD pays no sales/use taxes from which it is exempt. The service provider shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062, RSMO, not otherwise herein specified. The service provider agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the BCRSD harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.



## Appendix I – BCRSD Standard Terms and Conditions

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in BCRSD's sole discretion, shall give BCRSD the right to terminate this Contract.
2. Responses shall include all foreseeable charges (unless otherwise specified) to BCRSD.
3. The BCRSD has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the BCRSD considers the most advantageous to the BCRSD. BCRSD reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the BCRSD. BCRSD reserves the right to reject any or all bids, may re-issue a request for proposals for the services described herein as determined to be in the best interest of the BCRSD in the sole discretion of BCRSD, to waive informalities or minor deficiencies contained in a bid, and to award a contract to other than the bidder submitting the lowest cost proposal.
4. The BCRSD reserves the right, when only one proposal has been received by the proposal closing date, to delay the opening of proposals to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) proposal received will be retained unopened until the new Closing date, or at request of the offeror, returned unopened for re-submittal at the new date and time of proposal closing.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the BCRSD from them.
6. The delivery date and project delivery schedule will be taken into consideration in awarding the proposal.
7. The BCRSD reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Offeror must notify the BCRSD.
8. In case of default by the Offeror, the BCRSD will procure the articles or services from other sources and hold the offeror responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify the offeror from future bidding.
10. Prices must be as stated in units of quantity for all anticipated costs that are not one-time project development and onboarding costs. One time project development and onboarding costs should be clearly identified.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The BCRSD of Boone County, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the BCRSD and is accepted by the BCRSD.
13. Should an audit of Offeror's invoices during the term of the Agreement, and any renewals thereof, indicate that the BCRSD has remitted payment on invoices that constitute an over-charging to the BCRSD above the pricing terms agreed to herein, the Offeror shall issue a refund check to the BCRSD for any over-charges within 30-days of being notified of the same.