



REQUEST FOR PROPOSALS

UTILITY MANAGEMENT SOFTWARE FOR WATER SYSTEMS

Date of Issuance: May 24, 2023

Description: The Shelby County Commission is soliciting proposals from a qualified Vendor to provide utility management software for water systems.

1. Introduction

A. Purpose and Scope

Shelby County Commission (County) is seeking a web-based utility management software for its water system to manage and bill 13,000+ residential and commercial customers for meter usage. The software must be able to interface with existing vendors for work orders, general ledger postings, billing and AMR/AMI integration. The software must also be able to transition historical data for existing customer accounts into current software.

B. Background

Shelby County Water Services serves both retail and wholesale customers. The retail customers are primarily located in Westover, Chelsea, and the subdivisions of Eagle Point, Greystone, Forrest Park, Forrest Lakes, Mt. Laurel, Regent Park, Villas Belvedere, and Highland Village. The retail customer accounts have grown from 3,200 in 2001 to currently over 13,000. Part of that increase was from the former Westover Water Authority, which merged with Shelby County Water Services in 2007.

Currently meter usage is manually retrieved with Ranger and Trimble handheld devices that integrate with the existing utility management software, Computer Network, Inc. (CNI). Plans are already underway to phase in Sensus advanced meter reading and advanced meter infrastructure solutions (AMR/AMI) over the next five years. Service orders are generated within CNI and integrates with CityWorks for field technicians to complete and send back through CNI. CNI also interfaces with DataProse, a third party vendor to print and mail bills as well as Paymentus, a third party payment processor with real time payment posting to the customer's accounts.

2. Instructions for Proposers

Proposals must be submitted according to the instructions and format described in this section. Any proposal that does not follow these instructions may be eliminated from further consideration.

RFP Schedule and Submittal Instructions

The deadline for submitting proposals is provided in the RFP Schedule below. **No proposal will be considered if it arrives after the scheduled deadline.**

Questions regarding clarification or interpretation of this solicitation should be submitted in writing via email on or before the Deadline to Submit Questions found in the RFP Schedule. Questions should be emailed to Tamara Lewis, Controller at tlewis@shelbyal.com. No phone calls are permitted.

Vendors must submit one (1) original and three (3) copies of the proposal, stapled or bound, and printed on 8.5"x11" paper. Proposals must be contained in a sealed envelope upon which the RFP Title, RFP Number, and Vendor Name are clearly printed.

RFP Schedule:

RFP Issue Date	May 24, 2023
Deadline to Submit Questions	June 9, 2023
Deadline for RFP Addendums	June 16, 2023
Deadline for Proposal Submission	June 30, 2023

Submit Proposals to: Shelby County Commission
200 West College Street; Room 123
Columbiana, Alabama 35051
Attention to: Kim Reynolds

Proposal Format

Vendors are asked to include the following sections in their proposals, in the order specified below:

Title Page – Title page shall show the RFP number and title; due date and time; the Vendor’s business name; and the designated contact person’s name, email address, and phone number.

Table of Contents – Provide page numbers for the beginning of each section.

Section 1: Executive Summary – A summary of the proposal stating the Vendor’s understanding of the County’s request and highlights of the proposed solution.

Section 2: Company Profile, Experience, and Qualifications – The description shall include a company overview, number of years in service, location of business, and products and services offered.

Please discuss the following Vendor requirements in your proposal:

- The Vendor must have experience working with water software, and integration or interface between other systems, including but not limited to meter reading such as Sensus/Ranger/Trimble, service/work order asset management such as Cityworks, printing/mailling bills such as Dataprose, and payment processing such as Paymentus.
- The Vendor must have experience providing an efficient software solution that includes custom and basic reports needed to manage customer accounts based on usage consumption.
- The Vendor must have experience with automated reconciliation processes to ensure proper posting of usage and payments to customer’s accounts and the ability to review records to bill customers accurately and timely.

The County believes there is significant benefit in working with a Vendor that has extensive experience deploying similar software for other county utilities. In addition to a narrative description of your experience, the proposer shall use the following table to list its prior experience deploying at least five (5) systems that are technologically similar to what is required by the County in this RFP.

Past Experience Table

Customer	Contact Name, Phone, Email	Brief Project Description

Section 3: Proposed Solution – This section must provide a narrative description of the proposer’s software and how it will meet the County’s goals and expectations. Vendor’s description must describe the solution components, operational features, and key functional and technical specifications. Vendor must describe the specifics of the software and integration methods available such as open or private application programming interface (API). Vendor must describe the specific means by which data security is ensured and maintained. Vendor must provide a list of any additional software, hardware, web servers, phone lines, bandwidth, etc., that the County must purchase in order to use, support, or enhance the proposed software. Vendor must answer and explain detailed requirements using the Software Requirements Table found in this RFP and provide as Attachment B of the Proposal.

Section 4: Project Implementation, Training, and Support – The Vendor must provide an implementation plan that includes key tasks, milestones, and designated County, third-party, and Vendor responsibilities. Describe all hardware, software, or virtual components that County staff will be required to support. Describe the process by which existing customer account and usage data will be made accessible in the proposed software. Describe any action required of an existing customer. Outline all training that will occur during the course of this project, including training location, cost, and topics. Include support options and costs with descriptions. Specify the response times to customer service requests from utilities such as the County and from third-party vendors.

Section 5: Price Proposal – The Vendor must provide a detailed price proposal that includes all pricing for initial deployment and on-going costs. Pricing must include all costs for labor, hardware, software, hosting, testing, training, travel, and any other costs to be charged by the Vendor. Also, the Vendor must include any items noted as “other” by the Vendor in the Software Requirements Table that requires additional costs to provide.

Attachment B: Software Requirements Table – The vendor must complete and include the Software Requirements Table.

NOTE: Any proposal material that is considered to be proprietary and confidential in nature must be clearly marked as such and will be treated thusly by the County to the extent allowable in the Freedom of Information Act.

Evaluation Process

The evaluation and selection process are based upon a consideration of a variety of factors as described in the proposal package. Accordingly, the County reserves the right to waive technical errors, alter submission dates, issue subsequent requests for proposals, etc.

The award of the contract shall be made to the Vendor whose proposal is determined to be the most responsive and best meets the County’s requirements; the County will also consider the relative importance of price and other evaluation factors set forth below. The evaluation criteria will be grouped into percentage factors as follows:

- 20% Price – Vendor’s proposed price for the solution.
- 35% Software Solution – Evaluation of how well the Vendor’s software meets the County’s requirements. Consideration will be given to the software’s adaptability to future needs, i.e., ongoing product enhancements, and upgrades.

- 35% Qualifications and Experience – The County will consider the qualifications and experience of the Vendor. Product performance, demonstrated delivery, references, and customer satisfaction will factor into this value.
- 10% Support and Service – Vendor’s capability to provide quality service and support.

3. Terms and Conditions

See the Professional Services Contract in Appendix A of this RFP for the terms and conditions that will be used for this engagement of a Vendor.

4. Scope of Work Requirements

Proposers must respond to all Scope of Work requirements listed in the Software Requirements Table below. The Vendor must clearly indicate whether or not each requirement will be provided in the software. Please respond with “Y” (Yes), “N” (No), or “O” (Other) answer, as defined using the criteria below.

- “Y” (Yes) – indicates the item will be supplied as specified and is part of the Vendor’s base price proposal.
- “N” (No) – indicates the item will not be supplied.
- “O” (Other) – indicates that the item will not be supplied as specified, but may require modification, customization or a third party to conform to the requirement. Vendor shall include a price if it will not fall within the base price proposal. Vendor must include a comment of what the other component entails.

A fillable excel format is available with the RFP. The Software Requirements Table must be included as Attachment B to Vendor’s Proposal. If additional space is needed, the Vendor can add details after the table using the Requirement Number as a reference. For evaluation, requirements that are left blank will be assumed to be “N”(No) – indicates the item will not be supplied.

Software Requirements Table

#	General Requirements	Y/N/O	Comments
1.	Supports monthly meter reading (via integration with AMR/AMI Sensus software and/or handheld devices such as Ranger or Trimble).		
2.	Supports multiple meter types for reading (e.g. compound, fire lines, retail, etc.).		
3.	Ability to charge for consumption based on a rate schedule, fees, and applicable taxes with ability to mass update changes.		
4.	Establishes approval workflows or set permission levels for manual adjustments to usage, charges or other billing changes.		
5.	Ability to edit and correct general account information after account is established such as name changes, billing address, etc.		
6.	Supports system processing of late fees, delinquent account charges, and penalties based on payments received by a specified time.		

7.	Provides a customer portal for self-service to view account balance, billing statement, current and historical usage, update billing address, billing preference and make payments (including via third party payment processor).		
8.	Tracks and records account changes made by customers when using the customer portal.		
9.	Ability to mass create new accounts for newly installed meters for owner/developer of a range of lots during development.		
10.	Supports different accounts statuses and billing cycles for specified categories (e.g. active, inactive, write-offs).		
11.	Provides key information and account details at a glance when CSRs interact with the customer face to face or via phone.		
12.	Ability to date/time stamp notes on customer accounts or locations and assign alert flags that must be acknowledged before proceeding.		
13.	Identifies and tracks related accounts for a property owner and provides notification when a single account is selected to notify CSR that other accounts exists.		
14.	Provides receipting and real-time posting of cash, check, and credit card payments collected by CSRs.		
15.	Displays real time credit card (office, IVR, and online) payments and indication of payment pending although payment file may processed at a later time.		
16.	Ability to track and report on customer deposits.		
17.	Ability to immediately generate a charge for deposit upon establishment of the account.		
18.	Systematically apply the deposit to any account that is final billed and create general ledger entries for both transactions.		
19.	Creates a file automatically for Accounts Payable to issue credit refund for deposit once customer account is final and deposit is applied.		
20.	Ability to integrate or interface with third party payment processor (currently use Paymentus)		
21.	Ability to integrate or interface with field technician software to send and retrieve service orders (currently use CityWorks).		
22.	Ability to integrate or interface with AMR/AMI provider (currently use Sensus) and manual meter reading software (currently use Ranger, Trimble).		
23.	Ability to integrate or interface with accounting software provider (currently use Tyler/Munis).		
24.	Ability to integrate or interface with third party bill printing service (currently use DataProse).		

25.	Ability to convert current customer data from existing software system, CNI, into proposed software and archive historical data.		
	Service Orders	Y/N/O	Vendor Discussion
26.	Generates certain service orders automatically based on established workflows during and after meter reading.		
27.	Ability to add notes or images to the service order.		
28.	Ability to review and report on all service orders for a service location and the status of the order even while the order is open and incomplete.		
29.	Ability to change out meters at any time; show consumption for each and apply total to one bill.		
30.	Tracks backflow devices and report on location and inspection records.		
31.	Report on audit trail from start to completion of service orders with inability to adjust date and time stamp.		
32.	Ability to send notification to customers in the manner(s) of their choice (email, text, etc.) regarding relevant service work, water quality notifications, or billing reminder.		
33.	Ability to identify relevant customers based on location relative to a defined radius or polygon using ESRI/GIS, Cityworks, etc.		
34.	Ability to send and receive alphanumeric data, images, and other files with work order/asset management software such as Cityworks.		
	Reporting	Y/N/O	Vendor Response
35.	Provides dashboard to include key metrics, transactional summaries and other key indicators.		
36.	Maintains audit trail of changes within the system and identify with user, date, and time specifics.		
37.	Provides error report(s) of meter usage abnormalities and notifications of missing data.		
38.	Provides exception report(s) of billing abnormalities prior to billing customers.		
39.	Provides reports with user-defined parameters and flexible selection criteria (i.e. customer name, billing address, balances).		
40.	Ability to generate canned letters for customer accounts and include related account data for notifications.		
41.	Ability to export all reports to Microsoft Excel, Word and PDF.		
42.	Ability to report on daily transaction details by type and User.		

43.	Provides daily cash reports to prepare deposit slips, and track cash, checks, and electronic deposits by CSR.		
44.	Ability to track and report all posted payment transactions for each CSR and provide cumulative total for a specified period of time.		
45.	Generates report to upload all accounting transactions into the general ledger.		
46.	Provide customized reports that present data in format required for specific State, County, and/or governing agency (i.e. water consumption, service order complaints, etc.).		
47.	Provides reporting to reconcile revenue (including customer deposits) to the General Ledger.		
48.	Notifies user real time of failed transactions and provides a way for user to view, update, delete or resubmit a failed transaction.		
49.	Display error reports or notification for transactions that do not balance.		
	Accounting/Billing	Y/N/O	Vendor Response
50.	Provides bar code functionality to capture customer billing information with bar code or QR code appearing on bills, and ability to scan and retrieve customer information when presented with payment.		
51.	Ability to create payment plan arrangements, and systematically apply arrangements at time of billing, flag account, and report on arrangements.		
52.	Identifies and alerts CSR about existing accounts when customer requests new/transfer services; also able to transfer customer balance, deposits and other occupant related information to a new account when a customer transfers services.		
53.	Ability to allocate a single payment across multiple accounts.		
54.	Ability to ebill using software platform (i.e. independent from client's server).		
55.	Ability to send real time email notifications when payments are posted to accounts with a specified account status, such as delinquent or inactive accounts.		
56.	Generates aging reports by date range and can run report for a specified time period.		
57.	Ability to mass write off balances for collections, bad debt, or bankruptcy.		
58.	Accepts overpayment or credit adjustment and automatically applies to the next bill or remain unapplied if no bill is due.		
59.	Ability to distribute payments based on defined preferences.		

60.	Allows customer to set up automatic payments (Auto Pay) with payment processor and self-service the account online.		
	Maintenance/Support	Y/N/O	Vendor Response
61.	Provides for upgrades to accommodate changes in laws, regulations, best practices, and new technology.		
62.	Includes complete installation, operating, and system maintenance.		
63.	Provides software support and ability to submit ticket via email or customer service line and tier the response based on priority.		
64.	Enforces password security and requires password changes routinely.		
65.	Allows system administrator access to activate, inactivate, or reactive users, assign functional roles and permissions.		
66.	Provides level of security to be able to restrict sensitive data such as social security numbers by functional roles.		
67.	Maintains audit log to record access activity (i.e. login/logout attempts, user submitted transactions, system overrides, etc.)		
68.	Allows system administrator to pull audit log for date/time stamp, user ID, and type of activity.		

Appendix A

Professional Services Contract



CONTRACT FOR PROFESSIONAL SERVICES

SHELBY COUNTY and INSERT CONTRACTOR

THIS AGREEMENT, entered into as of this ____ day of _____ 20__ and between the SHELBY COUNTY COMMISSION (herein called the COUNTY) and insert contractor's name here (herein called the PROVIDER). Agreement concerns water software services at the Shelby County Commission located at 200 West College Street, Room 145 (herein called the PROJECT).

WITNESSETH THAT:

WHEREAS, the COUNTY desires to engage the PROVIDER to render technical and professional services, hereinafter described in connection with the PROJECT as requested by the COUNTY officials.

NOW, THEREFORE, the COUNTY and the PROVIDER do mutually agree as follows:

Section 1. Employment of PROVIDER

The COUNTY agrees to engage the PROVIDER and the PROVIDER hereby agrees to perform the services hereinafter set forth for the COUNTY, in a professional and proper manner.

Section 2. Scope of Services

The PROVIDER shall provide professional and technical assistance to the COUNTY to include, but not necessarily be limited to, the activities described in Attachment "B" hereby incorporated as a part of this contract.

Section 3. Time of Performance

Services to be provided shall commence upon execution of this contract and will continue for a period of three (3) years. Thereafter, this Agreement shall automatically renew for two (2) terms of three (3) years, each commencing on the day and month of the execution date of that next renewal cycle, unless either party gives written notice of non-renewal to the other at least ninety (90) days prior to the start of each new contract term.

Section 4. General Provisions

(a) *Personnel.* The PROVIDER warrants that it has the professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.

(b) *Office Space.* The PROVIDER agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the COUNTY.

(c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior approval of the COUNTY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

(d) *Access to Materials.* The COUNTY agrees to make available to the PROVIDER any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the PROVIDER.

(e) *Communications.* The representatives of the COUNTY and the PROVIDER to whom communications regarding the PROJECT which is the subject of this contract should be directed to the following:

(1) COUNTY OFFICIALS:

Tamara Lewis	
Controller	
200 West College Street; Room 145	
County Administration Bldg.	
Columbiana, AL 35051	
tlewis@shelbyal.com	
205-670-6540	

(2) PROVIDER: ***INSERT CONTRACTOR'S CONTACT INFORMATION HERE***

Section 5. Compensation and Method of Payment

For services rendered under this agreement, the COUNTY agrees to pay the PROVIDER for all costs, both direct and indirect, attributable to the services rendered as described in and applicable to Section 2 of this agreement including compensation for staff time, travel, postage, copies, supplies and other items necessary to the fulfillment of the terms and conditions of this agreement. Payment shall be due monthly following PROVIDER submittal of detailed invoices

documenting the tasks or service completed as of the date of billing utilizing the table below for transactions completed by PROVIDER.

[Table to be inserted based on RFP from PROVIDER]

Section 6. Terms and Conditions

(a) Termination - General. This Agreement may be terminated at any time for any reason by the COUNTY giving written notice to the PROVIDER of its intent to terminate.

(b) Termination of Contract. If through any cause, the PROVIDER shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the PROVIDER shall violate any of the covenants, agreements or stipulations of this contract, the COUNTY shall thereupon have the right to terminate this contract by giving written notice to the PROVIDER of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other materials prepared by the PROVIDER under this contract shall, at the option of the COUNTY, become its property and the PROVIDER shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials.

Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the PROVIDER, and the COUNTY may withhold any payments to the PROVIDER for the purpose of set-off until such time as the exact amount of damages due the COUNTY from the PROVIDER is determined.

(c) Termination for Convenience. The COUNTY may terminate this contract at any time by giving written notice to the PROVIDER of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the option of the COUNTY, become COUNTY property.

If the Contract is terminated by the COUNTY as provided herein, the PROVIDER shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The PROVIDER shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this contract incurred by the PROVIDER during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the PROVIDER, the above clause relative to termination shall apply.

(d) Changes. The COUNTY may, from time to time, request changes of the PROVIDER in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the PROVIDER'S compensation, which is mutually agreed upon by and between the COUNTY and the PROVIDER, shall be incorporated in written

amendments to this contract. The contract can be extended under mutually agreed provisions, through a written amendment to this document.

(e) Assignability. The PROVIDER shall not assign any interest on this contract, and shall not transfer any interest in the same whether by assignment or notation, without the prior written consent of the COUNTY provided, however, that claims for money by the PROVIDER from the COUNTY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the COUNTY.

This Agreement shall be binding upon and inure to the benefit of any successor to Shelby County and such successor shall be deemed substituted for Shelby County under the terms of this Agreement. As used in this Agreement, the term successor shall include any person, firm, employer or other business entity which at any time, whether by merger, purchase or otherwise, which assumes or is assigned responsibility of Shelby County for the covered project. This Agreement shall also be binding upon and inure to the benefit of the PROVIDER, his heirs, executors and administrators.

(f) Reports and Information. The PROVIDER, at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

(g) Findings Confidential. All of the reports, information, data, etc., given to or prepared or assembled by the PROVIDER under this contract are confidential and the PROVIDER agrees that they shall not be made available to any individual or organization without the prior written approval of the COUNTY.

(h) Ownership of Documents. The COUNTY shall be provided with a digital copy of the final report and all computer drawings files, and mylar second originals of all major drawings when the project is completed. Copies of sketches, notes, computations and other data shall be furnished upon request.

(i) Publication, Reproduction and Use of Material. No material produced in whole or in part under this contract shall be subject to copyright by or on behalf of the PROVIDER in the United States. The COUNTY shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

(j) Compliance with Local Laws. The PROVIDER shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Alabama and the COUNTY.

(k) Audits and Inspection/Access to Records/Record Retention. At any time during normal business hours, with prior arrangement and as often as the COUNTY may deem necessary, the

PROVIDER shall make available to the COUNTY for examination all of its records with respect to matters covered by this contract and will permit the COUNTY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

(l) The PROVIDER shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of three (3) years following completion of the contracted work and expiration of the contract, unless written permission to destroy them is granted by the COUNTY.

(m) *Interest of Members of the COUNTY and Other Local Public Officials.* No officer, member or employee of the COUNTY and no member of its governing body, and no other public official of the governing body of the locality of localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof. The PROVIDER shall take appropriate steps to assure compliance.

(n) *Interest of the PROVIDER.* The PROVIDER covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The PROVIDER further covenants that in the performance of this contract, no person having any such interest shall be employed.

(o) *Immigration.* By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Section 7. Additional Services of PROVIDER

If authorized in writing by the COUNTY the PROVIDER shall furnish additional services, which are not considered as an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the COUNTY and the PROVIDER, and written authorization from the COUNTY to proceed, the PROVIDER will provide the additional service.

Section 8. Tax Responsibilities of PROVIDER

The parties to this Agreement agree that the PROVIDER is an independent firm or person and that the relationship created by this agreement is that of an independent PROVIDER. Further, the parties agree that the PROVIDER is not an employee of Shelby County, and will not be treated as such for federal income tax purposes. In this regard the PROVIDER acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including but not limited to the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax and applicable state and local income taxes.

Section 9. Non-Exclusive Contract

The PROVIDER shall devote his time, attention and energies to the fulfillment of this Agreement. If, after satisfying his responsibilities to Shelby County, the PROVIDER desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then PROVIDER may contract for such services; provided, however, that in the event that the rendering of such additional services by the PROVIDER interferes, in the opinion of COUNTY, with the quality of services rendered to COUNTY, then COUNTY shall have the option of either requesting the PROVIDER to cease performing such additional services, or canceling this Agreement.

Section 10. Independent PROVIDER Relationship

In the performance of the work, duties and obligations evolving under this Agreement, it is mutually understood and agreed that the PROVIDER is at all times serving as an independent PROVIDER providing COUNTY with services as a PROVIDER. Amounts paid to the PROVIDER by COUNTY as compensation for providing said services are for services purchased, and amounts paid to the PROVIDER shall be deemed to be fees for services to an independent PROVIDER and shall not be subject to any withholding. It is expressly understood that COUNTY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the PROVIDER. PROVIDER is not considered to be an agent or employee of COUNTY for any purpose and the PROVIDER will not be eligible to participate in any benefits COUNTY provides for its own employees. It is further understood and agreed that COUNTY does not agree to use PROVIDER exclusively. It is further understood and agreed that, except as provided herein, PROVIDER is free to contract for similar services to be performed for others during the term of this Agreement.

IN WITNESS WHEREOF, the COUNTY and the PROVIDER have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

SHELBY COUNTY COMMISSION

By: Chad Scroggins, County Manager

Date

ATTEST:

Date

Insert contractor's company name here

By:

Date

By: (Print Name): _____

ATTEST:

Date

EXHIBITS/ATTACHMENTS:

Attachment "A" Certificate of Compliance
Attachment "B" Software Requirements Table



ATTACHMENT "A"
Certificate of Compliance

- 1) Prior to the start of work, provide insurance certificate indicating insurance coverage acceptable to Shelby County. Please request the additional insured to read: Shelby County, its officers, agents and employees.
- 2) Work included in this contract: Providing the COUNTY with utility management software services as described in PROVIDER's RFP submission.
- 3) Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Contractor shall provide the County with proof of compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (ACT 2011-535 as amended by ACT 2012-491) by returning a completed copy of the attached Certificate of Compliance with the signed Contract. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by Shelby County. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Shelby County from any and all losses, consequential damages, expenses included but not limited to, attorney's fees, claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph. Additionally, contractor shall provide County proof that you are in compliance with the immigration law by including a notarized E-Verify Memorandum of Understanding and provide your subcontractors notice of their compliance obligations.
- 4) Attached _____ Proposal _____ is hereby incorporated as a part of this agreement.
- 5) Work must be coordinated with Owner.
- 6) By signing this contract, _____ represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ATTACHMENT "B"

Software Requirements Table - Use dropdown arrow to select response. Provide comments for all those selected as "O" and any other necessary details.

#	General Requirements	Y/N/O	Vendor Response
1	Supports monthly meter reading (via integration with AMR/AMI Sensus software and/or handheld devices such as Ranger or Trimble).		
2	Supports multiple meter types for reading (e.g. compound, fire lines, retail, wholesale, etc.).		
3	Ability to charge for consumption based on a rate schedule, fees, and applicable taxes with ability to mass update changes.		
4	Establishes approval workflows or set permission levels for manual adjustments to usage, charges or other billing changes.		
5	Ability to edit and correct general account information after account is established such as name changes, billing address, etc.		
6	Supports system processing of late fees, delinquent account charges, and penalties based on payments received by a specified time.		
7	Provides a customer portal for self-service to view account balance, billing statement, current and historical usage, update billing address, billing preference and make payments (including via third party payment processor).		
8	Tracks and records account changes made by customers when using the customer portal.		
9	Ability to mass create new accounts for newly installed meters for owner/developer of a range of lots during development.		
10	Supports different accounts statuses and billing cycles for specified categories (e.g. active, inactive, write-offs).		
11	Provides key information and account details at a glance when CSRs interact with the customer face to face or via phone.		
12	Ability to date/time stamp notes on customer accounts or locations and assign alert flags that must be acknowledged before proceeding.		
13	Identifies and tracks related accounts for a property owner and provides notification when a single account is selected to notify CSR that other accounts exists.		
14	Provides receipting and real-time posting of cash, check, and credit card payments collected by CSRs.		
15	Displays real time credit card (office, IVR, and online) payments and indication of payment pending although payment file may processed at a later time.		
16	Ability to track and report on customer deposits.		
17	Ability to immediately generate a charge for deposit upon establishment of the account.		
18	Systematically apply the deposit to any account that is final billed and create general ledger entries for both transactions.		
19	Creates a file automatically for Accounts Payable to issue credit refund for deposit once customer account is final and deposit is applied.		
20	Ability to integrate or interface with third party payment processor (currently use Paymentus)		
21	Ability to integrate or interface with field technician software to send and retrieve service orders (currently use CityWorks).		
22	Ability to integrate or interface with AMR/AMI provider (currently use Sensus) and manual meter reading software (currently use Ranger, Trimble).		
23	Ability to integrate or interface with accounting software provider (currently use Tyler/Munis).		

24	Ability to integrate or interface with third party bill printing service (currently use DataProse).		
25	Ability to convert current customer data from existing software system, CNI, into proposed software and archive historical data.		
Service Orders		Y/N/O	Vendor Response
26	Generates certain service orders automatically based on established workflows during and after meter reading.		
27	Ability to add notes or images to the service order.		
28	Ability to review and report on all service orders for a service location and the status of the order even while the order is open and incomplete.		
29	Ability to change out meters at any time; show consumption for each and apply total to one bill.		
30	Tracks backflow devices and report on location and inspection records.		
31	Report on audit trail from start to completion of service orders with inability to adjust date and time stamp.		
32	Ability to send notification to customers in the manner(s) of their choice (email, text, etc.) regarding relevant service work, water quality notifications, or billing reminder.		
33	Ability to identify relevant customers based on location relative to a defined radius or polygon using ESRI/GIS, Cityworks, etc.		
34	Ability to send and receive alphanumeric data, images, and other files with work order/asset management software such as Cityworks.		
Reporting		Y/N/O	Vendor Response
35	Provides dashboard to include key metrics, transactional summaries and other key indicators.		
36	Maintains audit trail of changes within the system and identify with user, date, and time specifics.		
37	Provides error report(s) of meter usage abnormalities and notifications of missing data.		
38	Provides exception report(s) of billing abnormalities prior to billing customers.		
39	Provides reports with user-defined parameters and flexible selection criteria (i.e. customer name, billing address, balances).		
40	Ability to generate canned letters for customer accounts and include related account data for notifications.		
41	Ability to export all reports to Microsoft Excel, Word and PDF.		
42	Ability to report on daily transaction details by type and User.		
43	Provides daily cash reports to prepare deposit slips, and track cash, checks, and electronic deposits by CSR.		
44	Ability to track and report all posted payment transactions for each CSR and provide cumulative total for a specified period of time.		
45	Generates report to upload all accounting transactions into the general ledger.		
46	Provide customized reports to present data in format required for specific State, County, and/or governing agency (i.e. water consumption, service order complaints, etc.).		
47	Provides reporting to reconcile revenue (including customer deposits) to the General Ledger.		
48	Notifies user real time of failed transactions and provides a way for user to view, update, delete or resubmit a failed transaction.		
49	Display error reports or notification for transactions that do not balance.		

	Accounting/Billing	Y/N/O	Vendor Response
50	Provides bar code functionality to capture customer billing information with bar code or QR code appearing on bills, and ability to scan and retrieve customer information when presented with payment.		
51	Ability to create payment plan arrangements, and systematically apply arrangements at time of billing, flag account, and report on arrangements.		
52	Identifies and alerts CSR about existing accounts when customer requests new/transfer services; also able to transfer customer balance, deposits and other occupant related information to a new account when a customer transfers services.		
53	Ability to allocate a single payment across multiple accounts.		
54	Ability to ebill using software platform (i.e. independent from client's server).		
55	Ability to send real time email notifications when payments are posted to accounts with a specified account status, such as delinquent or inactive accounts.		
56	Generates aging reports by date range and can run report for a specified time period.		
57	Ability to mass write off balances for collections, bad debt, or bankruptcy.		
58	Accepts overpayment or credit adjustment and automatically applies to the next bill or remain unapplied if no bill is due.		
59	Ability to distribute payments based on defined preferences.		
60	Allows customer to set up automatic payments (Auto Pay) with payment processor and self-service the account online.		
	Maintenance/Support	Y/N/O	Vendor Response
61	Provides for upgrades to accommodate changes in laws, regulations, best practices, and new technology.		
62	Includes complete installation, operating, and system maintenance.		
63	Provides software support and ability to submit ticket via email or customer service line and tier the response based on priority.		
64	Enforces password security and requires password changes routinely.		
65	Allows system administrator access to activate, inactivate, or reactive users, assign functional roles and permissions.		
66	Provides level of security to be able to restrict sensitive data such as social security numbers by functional roles.		
67	Maintains audit log to record access activity (i.e. login/logout attempts, user submitted transactions, system overrides, etc.)		
68	Allows system administrator to pull audit log for date/time stamp, user ID, and type of activity.		