



**Request for Proposals
Electronic Building and Plan Review Software Solution with
Trimble Cityworks/Unity and ESRI Integration**

Released July 20, 2026

Deadline August 18, 2026

SECTION I INTRODUCTION

1.1 REQUEST FOR PROPOSAL (“RFP”)

Shelby County, Alabama (the “County”) is requesting proposals from qualified, responsible vendors to provide an Electronic Building and Plan Review Software Solution with Trimble Cityworks/Unity and ESRI Integration. You are invited to provide a proposal in response to this RFP. All proposals must follow the requirements as provided in Section IV.

1.2 PROJECT DESCRIPTION

The primary goal of this project is to provide County departments with one central hub for electronic permitting, plan review, and payment software systems with an integration with existing vendors and legacy systems, Cityworks PLL, Esri ArcGIS, that leverages artificial intelligence (“AI”) to enhance workflows and enhance data. Implementing this technology solution will effectively become a conduit for the Development Services Department, Highway Department, other County departments, and the various architects, engineers, residents, and developers that do business every day in our County, including municipal partners. All electronic plans submitted would be processed electronically for required and suggested changes to meet, engineering, technical, regulatory, and code specifications. The County is seeking proposals for the design, implementation, and maintenance of a technology solution that provides for an Electronic Plan Review (EPR), Permit Issuance, and Inspection solution. The objective of this RFP is to identify and recommend an on-premise, hosted, or cloud based EPR solution that allows the upload of electronic copies and supporting documents and payment of associated processing fees via a public facing web portal.

Additional specifications and scope of work are included in Section III below.

1.3 PROPOSED PROJECT SCHEDULE

The following is an estimated proposed schedule:

RFP for Services Released	July 20, 2026
Deadline for Questions	July 29, 2026, 2:00 p.m. CT
County’s Response to Questions	July 31, 2026
Proposals Due	August 12, 2026, 10:00 a.m. CT
Proposal Opening	August 12, 2026, 2:00 p.m. CT
Anticipated Selection	August 24, 2026

All dates set forth above and elsewhere in this RFP are tentative and subject to change at any time by the County in the County's sole discretion. The County reserves the right to delete or modify any part of the above Proposed Schedule.

1.4 RESULTING CONTRACTS

It is anticipated that the successful Proposer will enter into a contract agreement whereby the successful proposer agrees to provide EPR Software Solution that meets the requirements of this RFP utilizing the firm, fixed pricing schedule provided in the proposal for a period of three (3) years ("Resulting Contract"). The Resulting Contract will be in a substantially the same format prescribed by the County and included herein as Addendum A and shall, in any event, be subject to the terms and conditions of this RFP.

1.5 COMMUNICATIONS

From the time that this RFP is published until such time as the Resulting Contract has been signed, all informal communications relating to this RFP and the project between the County, the Shelby County Commission, or their officials, employees, or agents and the Proposer shall cease. Only formal questions and clarifications pursuant to Subsection 1.6 will be permitted. Inappropriate communications related to this RFP between the Proposer or any person or entity identified in this section will result in disqualification from the process.

1.6 QUESTIONS AND CLARIFICATIONS

Questions and clarifications shall be directed to the County's sole point of contact, Mary Horton at mhorton@shelbyal.com. The subject matter must read: "Questions for the ELECTRONIC PLAN REVIEW (EPR) RFP."

Questions must be received by July 29, 2026, at 2:00 p.m. CT. If appropriate, the COUNTY will post answers to questions to the Shelby County Ebid Portal, <https://ebid.shelbyal.com/>, by close of business on July 31, 2026. All questions must be submitted in and responded to in writing to be relied upon by the Proposer.

1.7 PROPOSAL OPENING

Proposals will be publicly opened on August 12, 2026, at 2:00 p.m. CT at the Shelby County Administrative Building located at 200 West College St., Columbiana, AL 35051 in the Commission Chambers. Only the names of the Proposers that provided a timely submission will be announced at the opening. Proposers are invited, but are not required, to attend the public opening.

SECTION II

PROPOSAL CONDITIONS AND LEGAL REQUIREMENTS

2.1 PURPOSE OF THE RFP

This RFP process is for the benefit of the County only and is to provide the County with competitive information to assist in the selection process of a qualified vendor capable of providing services as provided herein. All decisions on compliance, evaluation, term, and conditions will be made solely at the discretion of the County and made to favor the County.

2.2 PROPOSAL AND CONTRACT INTERPRETATION

No interpretation of any provision of the RFP or any Resulting Contract, including applicable specifications, is binding on the County unless furnished or agreed to in writing by the County.

2.3 RESERVATIONS

The County reserves the following rights:

- a) To amend or modify this RFP;
- b) To reject or accept any and all proposals;
- c) To reject individual proposals for a failure to meet any requirement;
- d) To waive defects or irregularities in any proposal;
- e) To request additional information from Proposers to qualify or disqualify Proposers;
- f) To disqualify a Proposer for providing false statements or materials; and
- g) To cancel this RFP at any time.

2.4 REASONABLE INVESTIGATION

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of a Proposer to perform the services solicited pursuant to this RFP, and the Proposer shall furnish to the County all such information and data for this purpose as may be requested. The County further reserves the right to reject any proposal if the evidence submitted by or investigations of the Proposer fails to satisfy the County that the Proposer is properly qualified to carry out the obligations of any Resulting Contract and to provide the services contemplated in this RFP.

2.5 CLARIFICATIONS

The County may seek clarification of the proposal from a Proposer at any time. Failure of the Proposer to respond is cause for rejection. A clarification submitted in response to such a request is not an opportunity to change the original proposal.

2.6 PROPOSER'S REPRESENTATION

The Proposer, by submission of a response to this RFP, represents that it has read and understands the RFP and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with conditions existing at the site shall in no way relieve Proposer from any obligations with respect to its proposal or to any Resulting Contract.

2.7 FIRM PROPOSAL

All Proposals will remain firm and unaltered for ninety (90) days after the proposal due date or until a Resulting Contract is fully executed with any Proposer, whichever is earlier; provided, however, that if a Proposer is engaged in negotiations, the Proposer will be allowed to make proposal modifications in accordance with and as requested by the County.

2.8 SUBMISSION DOES NOT CONFER A RIGHT ON PROPOSER

The submission of a proposal confers on the Proposer no right of selection or to a subsequent Resulting Contract.

2.9 COST OF RESPONDING

All costs incurred by the Proposer in preparation and delivery of responses to this RFP, including presentations to the County or participation in an interview, shall be borne solely by the Proposer regardless of whether or not the Proposer is selected for negotiations. Any costs associated with this procurement will be the responsibility of the Proposer. The County, in no way, shall be liable for any of these costs. At no time will the County provide reimbursement for submission of a proposal.

2.10 OPEN RECORDS

Except as otherwise provided in this subsection, without regard to any designation made by the person or entity submitting a proposal, the County considers all information submitted in response to this RFP subject to public disclosure without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission. If the Proposer believes that any portion of its Proposal contains trade secrets or other information that would not be subject to disclosure under Alabama's Public Records law, the Proposer may submit, in addition to an unredacted copy of the proposal, a second copy designated and marked prominently as a "REDACTED" copy, along with a letter detailing the Proposer's asserted grounds for each redacted portion. By submitting a redacted copy, Proposer agrees to indemnify, defend, and hold harmless the County, its officers, employees, or designees for any claims relating to requests for any redacted information. For the avoidance of doubt, the entirety of any Resulting Contract, including pricing schedules of the successful Proposer, shall be subject to full disclosure.

2.11 ORAL PRESENTATIONS

The County may, at its sole option, elect to require oral presentations by Proposers being considered for award. This will provide an opportunity for the County to ask questions and Proposers to clarify or elaborate on their proposals. This is to be considered a fact-finding and explanation session only. The County will schedule the time and location of these presentations, if required.

2.12 INSURANCE

- a) The Proposer shall procure and maintain pursuant to the terms of the Resulting Contract the following types of insurance coverages:
 - i. General Liability: \$65,000
 - ii. Professional Liability (Errors & Omissions): \$65,000
 - iii. Cyber Liability Coverage: \$1,000,000
 - iv. Workers' Compensation (Alabama statutory limits)
 - v. Automobile Liability (when applicable)

Certificates of Insurance must be provided prior to contract award.

- b) With the exception of Workers' Compensation coverage, the County shall be listed as an additional insured on each policy. Prior to execution of the Resulting Contract, the successful Proposer shall provide a Certificate of Insurance listing the County their officers, employees, partners, agents, and assigns, as the named certificate holder, which shall further specify that such insurance is not subject to cancellation without prior written notice to the County of at least thirty (30) days.
- c) Subject to express written approval from the County, Proposer may meet the required limits in this Subsection through an excess or umbrella liability coverage.
- d) The County reserves the right to require other types of insurance coverage.

2.13 INDEMNIFICATION

Successful Proposer shall defend, indemnify, and hold harmless the County its officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or related to:

- a) any negligent or wrongful act or omission of Proposer, its employees, agents, or subcontractors in the performance of drug testing services; and
- b) any violation of applicable federal or Alabama laws, regulations, or industry standards.

Proposer's obligations under this section shall apply regardless of whether such claims are asserted by program participants or third parties, except to the extent caused by the sole negligence or willful misconduct of County.

To the extent permitted by law, nothing in this Agreement shall be construed as a waiver of any governmental immunity or limitation of liability available to County.

Consistent with and, if necessary, in addition to Section 2.12 above, Proposer shall maintain insurance coverage, including professional liability/errors and omissions coverage, in amounts sufficient to support its indemnification obligations under the Resulting Contract and shall provide proof of such coverage upon request.

2.14 CONFLICT OF INTEREST

Proposer covenants that it has disclosed to the County, and agrees it is under a continuing obligation to disclose, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that may conflict in any manner with Proposer's obligations under any Resulting Contract. Proposer shall establish a conflict of interest policy prohibiting any employees, agents, consultants, and officers from receiving any funds or obtaining a financial interest or benefit from any activity, or have an interest or benefit from the activity; or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties with the County or the Shelby County Commission, during their tenure with the Proposer or for one (1) year thereafter.

2.15 ANTICOMPETITIVE PRACTICES PROHIBITED

Anticompetitive practices among vendors, the County, or affiliated persons will not be tolerated. Any person who offers or pays any money or valuables to any person to induce him or her not to submit a proposal in response to the RFP, and any person who accepts money or other valuables for not submitting a proposal or who withholds a proposal in consideration of the promise for the payment of money or other valuables shall be disqualified from this or future RFPs issued by the County.

2.16 MINIMUM LEGAL REQUIREMENTS

Proposers selected for work by the County must be compliant with federal and state statutes, regulations, and executive orders. At a minimum, any Resulting Contract shall include the following terms:

- a) Immigration Law. Section 13-31-9 of the Code of Alabama 1975 imposes conditions on the award of County contracts. Firms must agree to 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. 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.
- b) Open Trade. Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the Agreement of County contracts. By signing this contract, the contractor certifies that it

is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

- c) Economic Boycott. Contractor verifies that the company, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts as defined by Ala. Code § 41-16-160.
- d) Data Breach Notification Act. Contractor verifies and acknowledges obligations and responsibilities as required by the Data Breach Notification Act of 2018, codified as Chapter 38 of Title 8 of the Code of Alabama. Contractor acknowledges and agrees to ensure compliance with all administrative remedies and accepts responsibility for civil penalties as required by said Act.

SECTION III SCOPE OF WORK

The Successful Proposer shall provide all labor, materials, equipment, supplies, and resources necessary to provide an EPR Software Solution with Trimble Cityworks/Unity and ESRI Integration that shall be in all ways consistent with this RFP. Proposer must provide comprehensive services that meet, at a minimum, the requirements set forth below.

3.1 GENERAL SCOPE AND SOFTWARE SOLUTION GOALS

The proposed solution must operate within a secure, scalable, and supportable enterprise technology environment. *In response to this section, Proposers must:*

- a) provide a description as to how its proposed solution meets the County's goals*
- b) clearly describe in their submission all hardware, software, cloud, networking, and desktop requirements needed to support the proposed EPR Software Solution; and*
- c) provide a detailed implementation schedule, including major milestones, anticipated time frames to reach each milestone, overall project implementation time frame, and anticipated start date.*

Overall goals of the County in seeking an EPR Software Solution include, but are not limited to:

1. Providing a streamlined system for County staff amongst a number of departments, with integration with the County's existing or legacy partners, Trimble Cityworks AMS, PLL/Unity API's, and EsriArcGIS;
2. Smooth implementation with little to no disruption of services;
3. Elimination of gaps of service and redundancies with the current process;
4. Providing a user friendly, customer focused experience;
5. Leveraging Artificial Intelligence responsibly, as a resource to staff;
6. Enhanced communications between and amongst reviewers and clients, who are in different departments and/or locations;
7. Realizing cost efficiencies;
8. Reducing the storage space and time required to physically manage paper copies of site/building plans;
9. Minimizing reliance on paper documents and encouraging environmental consciousness;
10. Creation of a virtual "one-stop-shop" for applicants to securely and electronically submit and manage plans and associated files (photos, videos, GIS maps, CAD drawings, text documents, electronic forms, etc.) required for plan review application; and
11. Enhanced project oversight by providing dashboard functionality to monitor the status of review tasks for different case types and track the completion against scheduled due dates with the flexibility to define the document review workflow and notification process based upon the requirements for each project; And
12. Ensuring compliance with all relevant federal, state, and local laws and regulations.

3.2 FUNCTIONALITY AREAS

The proposed solution shall be a comprehensive "one-stop-shop" to electronically manage the workflow for permitting. This includes, but is not limited to,

- a) Web-based public interface to submit permit applications, plans, and necessary documentation throughout the process;
- b) Plan review by County staff members, including reviews and markups from Planning, Permitting, Engineering, Land Use, and Tax officials.
- c) Secure online payment capabilities.

In responding to this section, Proposer should include screenshots demonstrating capability for each of these areas. Additionally, Proposer should include in its proposal a list of other applications that may be available.

3.3 INTEGRATION AND PARTNERSHIPS

- 3.3.1 The County has developed a robust, customized platform, used widely across multiple County departments, with Trimble Cityworks. A complete, direct integration with Trimble Cityworks /Unity Public Portal with no third-party connectors, including a web-based process to allow applicants to upload plans is required as part of the scope of work. Alternative solutions will not be accepted. *As part of the Proposal, Proposer must demonstrate the depth of relationship with the existing permitting vendor, Trimble Cityworks/Unity.*
- 3.3.2 The solution must also provide portal connections with the County's Property Tax Commissioner GIS parcel mapping software.

3.4 FUNCTIONAL AND TECHNICAL REQUIREMENTS

The proposed solution must, at a minimum, meet the following functional and technical requirements:

3.4.1 Review and Mark Up

The proposed solution must:

- a) Provide AI-powered submission checks for file type, sheet naming, orientation, and digital signatures that flag errors before plans reach reviewers, reducing the number of resubmittals.
- b) Provide a multi-format document viewer and comment toolset that provides architectural and civil drawing markup capabilities and revision tracking for audit trails of all review activity;
- c) Overlay plans/drawings onto an Esri Map while providing markup/measurement tools in that overlay;
- d) Provide Esri GIS layers illustrated within the plan sheets, giving reviewers parcel, zoning, and utility data without ever leaving the workspace.
- e) Support a user-define standard comments library for plan review, allowing users to select from a repository of standard comments with the ability to modify standard comments;
- f) Provide ability to create a custom markup library. For example, a custom markup tool to automatically determine occupancy loads based on measured square footage;
- g) If bookmarks are not available, use AI to gather sheet reference and title information from the submitted forms;
- h) Include a markup calculator to allow reviews to perform quick calculations directly within

the solution while making markups (*e.g.*, Counting or Tax Rate or Fee Calculations);

- i) Support electronic plan markup of documents with engineer grade markup tools.
- j) Support advanced document markups and intelligent batch stamping, where digital stamps pull attributes from the permitting system for more efficient stamping and stamp management;
- k) Allow comments to include hyperlinks to ICC (International Code Council) web pages and hyperlinks to local development ordinances;
- l) Digitally certify approved plan sets by the jurisdiction.

3.4.2 Facilitation of Communication

The proposed solution must:

- a) Be compatible with a hosted or cloud based virtual meeting solution;
- b) Provide web-based email functionality, texting notifications, comments for revisions;
- c) Provide automatic notifications for internal and external users that are configurable at important milestones or prepared at the reviewer's discretion and sent via email;
- d) Allow simultaneous review throughout the various departments or divisions that are instrumental in the plan review process without scheduling a session;
- e) Distribute plans electronically;
- f) Automate the inclusion of plan comments into electronically generated form letters, which can be sent via email attachments.
- g) Manage plans at the sheet level to allow for "slip-sheeting" giving the applicant the ability to resubmit only the pages within the file that require corrections.
- h) Provide applicants the ability to click a comment and jump straight to that spot in the plan, respond, and upload fixes.

3.4.3 Formatting

- a) Plan review solution must be able to split and merge PDF files into a new PDF file.
- b) Plan review solution must be able to rename Cityworks attachments within the tool.
- c) Plan review solution must not require the flattening of PDF files before submission to the jurisdiction.
- d) Plan review solution must provide submitted and revised plan comparisons.
- e) Plan review solution must allow for standardized formats like SQL or CSV, and full compatibility with major cloud relational databases (*e.g.*, Azure SQL, Amazon RDS, or Google Cloud SQL).

3.4.4 Accessibility

The proposed solution must:

- a) Provide a mobile solution to access approved plans both online and offline, make comments in the field and sync comments in real time, if an internet connection is available;
- b) Provide the ability to retrieve plans remotely in the field via a tablet browser;
- c) Provide role-based security for configuring access of documents; and
- d) Be LDAP (Lightweight Directory Access Protocol) compliant and use Microsoft Active Directory (AD) Group Security to allow access for internal users.

3.4.5 Reporting and Data

- a) Have the capability to create and customize standard, supplied reports to meet the County's specifications;
- b) Allow reports to be exported to create PDF, MS Word, CSV, Text and HTML output;
- c) Capability to create an overall index sheet with hyperlinks to drawings and documents; and
- d) Allow users to select report output destination (e.g., email, file, printer or web/PDF).

3.4.6 Data Portability Standards

- a) Proposer must provide native, automated capabilities for the County to extract, export, and download all associated data and relational database instances. The export mechanism must allow data to be retrieved in standardized, relational formats (such as native SQL dump files, .bak backups, or .bacpac packages) compatible with standard relational database management systems (RDBMS) like Microsoft SQL Server, PostgreSQL, or MySQL.
- b) Export packages must include not only raw data (e.g., .csv files) but also the complete underlying database schema, including all tables, indexes, views, stored procedures, constraints, and relational mappings, to ensure an identical reconstruction of the database environment on the County's local infrastructure or alternative cloud environment.
- c) County must be capable of executing on-demand and scheduled data exports. The Proposer's system must support automated export routines (via API, scheduled tasks, or serverless functions) that transfer the extracted database files directly into a County-controlled, secure cloud storage bucket (e.g., AWS S3, Azure Blob, or Google Cloud Storage) without requiring manual vendor intervention.
- d) In the event of contract termination, the Proposer guarantees the County the right to access and extract their entire dataset without additional fees or penalties. The County must cooperate in good faith to provide a final, complete, and verifiable export of all SQL databases and stored data within 14 days of the contract end date.
- e) Proposer must provide technical documentation detailing their data extraction, backup, and export processes. Proposer must also provide a sample data dictionary and a schema demonstration illustrating how exported tables map back to standard SQL Server environments.

3.5 PROGAM MANAGEMENT AND SUPPORT

3.5.1 Dedicated Team

- a) Proposer shall provide a dedicated point of contact/representative to manage all phases of the configuration, onboarding, and ongoing management of the proposed solution. Said representative shall be responsible for ensuring compliance with this RFP and the resulting contract including, but not limited to, strict adherence to the agreed upon schedule for implementation, legal compliance, and responsiveness to critical system issues, outages, or security incidents. *The designated person should be identified and described in the Key Personnel section of the Proposal. See 4.3.a.iv.*

- b) This dedicated person shall be responsible for overseeing implementation of the project, including coordination with necessary County staff for input, ensuring that the proposed solution meets the County's needs in accordance with an agreed upon implementation schedule.
- c) The designated person shall also act as a liaison with the County's existing software providers, Trimble/Cityworks/Unity Public Portal and the Property Tax Portal and Esri GIS, to ensure successful integration with those system.
- d) Proposer must ensure availability of a dedicated team to provide technical and product support throughout the term of the contract.

3.5.2 Support Request Management

- a) System must collect, track, prioritize, and resolve assistance requests, incidents, and error reports.
- b) System or platform must be used for support requests and may include ticketing portals, help desk systems, or like platforms. Identify which system or platform your solution proposes.
- c) In the proposal, provide proposed Service Level Agreement (SLA) commitments, including response times, resolution targets, escalation pathways, and hours of operation (standard and emergency), will be established as part of the contract process. Bidder should include proposed timeframes and targets as part of its bid submission.
- d) County shall be promptly notified of critical system issues, outages, or security incidents.

3.5.3 Product Documentation

- a) Proposer shall provide user guides, administrative guides, API documentation, workflow manuals, and release notes.
- b) Regular updates to documentation shall be provided (*e.g.*, online knowledge base, downloadable PDFs, in-application help).
- c) Updated documentation should be provided automatically with new releases, patches, or feature deployments, as necessary.

3.5.4 Training Programs and User Onboarding

- a) Proposer must provide a training program, including on-site, remote, virtual, and self-paced training options. The proposal should identify available class schedules, curricula, certification levels, training materials, and ongoing training opportunities.
- b) Training must be tailored to different staff groups.
- c) Ongoing training must be included either through a refresher training, train-the-trainer programs, or post-go-live support.

3.5.5 System Testing, Quality Assurance, and Performance Tools

- a) Software must be tested for configuration consistency, data integrity, functionality verification, and overall system performance in accordance with industry standards.
- b) The Proposal should identify whether the Proposer provides sandbox environments, automated test scripts, diagnostic utilities, or monitoring dashboards.
- c) Updates and patches must be tested prior to release. The County may participate in or validate testing as needed.

3.5.6 Cybersecurity & User Access Controls

The proposed solution must:

- a) Provide for role-based access control (RBAC) and granular permission management;
- b) Utilize multi-factor authentication (MFA) and modern authentication protocols (SAML, OAuth 2.0, OpenID Connect);
- c) Compliance with industry security best practices;
- d) Support robust role-based access control (RBAC) that allows administrators to configure permission levels, user roles, and access restrictions based on defined operational needs (including staff, supervisors, medical, mental health, administration, and contracted service providers), including RBAC for individual applications or modules;
- e) Provide a detailed audit tracking capability that includes every step in the process (*i.e.*, date and time that plans were submitted and when they were annotated with comments and marked up for revisions, when the returned plans were received by the applicant, and when the revised plans were reviewed by the reviewer, etc.); and
- f) Provide audit logs, access monitoring, and intrusion detection support.
- g) Proposer shall be responsible for regular maintenance and regular updates to the system. Downtime to provide maintenance and upgrades shall be communicated to the County at least twenty-four hours in advance and should be scheduled during times that will limit disruptions to normal operations of the County.
- h) Proposer shall ensure proper backup and redundancy of data in accordance with industry standards.
- i) As it relates to payment processes, Proposer's solution shall comply with all federal and state standards relating to the facilitation of online payments and protection of PII.

3.5.7 Innovations Path

Proposer must have a clear innovations path that demonstrates future viability of the product – particularly with AI and GIS.

SECTION IV PROPOSAL FORMATTING AND SUBMISSION REQUIREMENTS

4.1 SUBMISSION REQUIREMENTS

Proposals must be received no later than 10:00 am CT on August 12, 2026. All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. Proposers have the sole responsibility for assuring that proposals are received by the designated date and time.

- a) The Proposal shall be in writing labeled “PROPOSAL FOR ELECTRONIC PLAN REVIEW (EPR) RFP” and directed to:

Shelby County Commission
c/o Mary Horton
200 West College St., Room 125
Columbiana, AL 35051

- b) Proposer is responsible for ensuring that the outside package is appropriately labeled. Packages that are prematurely opened because they were not properly labeled will not be considered. In the event a proposal is sent via third party courier (*e.g.*, FedEx or UPS), it is recommended that Proposers provide a separately sealed interior envelope that has been appropriately marked so as to avoid premature opening.
- c) Faxed or oral proposals will not be accepted.

4.2 FORMAT REQUIREMENTS

- a) Submittals must include one (1) original, (2) hard copies, and one (1) electronic PDF copy. It is the Proposer’s responsibility to ensure the electronic PDF copy is an exact, searchable copy of the original. County reserves the right to rely upon the electronic copy for evaluation purposes.
- b) The Proposal must be in two (2) separate packages: a technical proposal and a cost proposal, as defined in Subsection 4.3 below. Failure to provide the cost proposal in a separately sealed package may result in disqualification. If possible, the technical package should be bound in a single volume.
- c) To be considered for selection, Proposer shall submit a complete response to this RFP. Proposals should be as thorough and detailed as possible so the County may properly evaluate Proposer’s capabilities to provide the required services. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- d) All proposals should be organized in the order in which the requirements are listed in Subsection 4.3 of this RFP. Proposals that are not organized in this manner risk elimination from consideration or a lower score in the evaluation of the proposal if the evaluators are unable to find where the RFP requirements are specifically addressed.

4.3 PROPOSAL CONTENTS

To help review each submission, the Proposal must be organized into two separate packages: a technical package and a separately sealed cost proposal.

- a) The Technical Package: This package must include the following information:
 - i. Title Page, which must include Proposer's contact information: company name, primary/authorized point of contact, mailing address, phone number, and e-mail address. Note: the e-mail address may be used for formal communications by the County.
 - ii. County Certification Form, included as Attachment 1 hereto.
 - iii. Proposer Qualifications demonstrating the following:
 - a. Brief overview of the company's history, including general background, corporate vision, software vision and applicability to county government, service and support vision, certified partners, products and services offered, and partnerships and experience required herein.
 - b. Proposer must have experience working with electronic plan review and capabilities to implement this scope of work.
 - c. Proposer must be an Esri State and Local Government certified partner.
 - d. Proposer must demonstrate active partnerships with trusted, enterprise-grade AI technology providers to develop and advance AI capabilities within the platform.
 - e. Proposer must demonstrate the depth of relationship with the existing permitting vendor, Trimble.
 - f. Proposer must demonstrate a direct integration with Cityworks, PLL with no third-party connectors.
 - g. The County believes there is significant benefit in working with a company that has extensive experience deploying similar software for other counties and local government. In addition to the narrative description of your experience, the Proposer must provide examples of projects deploying at least five (5) systems that are technologically similar to what is required by the County in this RFP.
 - iv. Explanation as to the firm's qualifications, knowledge, and expertise including:
 - a. Key Personnel. List of personnel to be assigned to the project, including organizational structure, and each person's area of responsibility. Resumes for each professional to be assigned to this project are also required.
 - b. References. At least three references from governmental clients for projects similar in scope, including institution/client name; date contract was signed; date implementation was completed; background of the project; modules/applications implemented; scale (budget and people assigned to the project); brief explanation of why this reference is relevant to Shelby County; contact name, title, and role in implementation; and contact information, address, telephone, and email. The County reserves the right to contact references and clients listed in the Proposal as part of its evaluation.
 - c. Lost Clients. A list of all clients lost within the last three (3) years. This list should include a contact person, title, phone number, an e-mail address for each lost client; the length of service; type of services rendered; and reason for loss. If Proposer has not lost any clients in the last three (3) years, state, "Proposer has not lost any clients."

- d. Resource Management. Provide an explanation as to the relative prioritization this project, if awarded, would receive in comparison to other ongoing or anticipated projects for other clients.
 - e. It is anticipated that the Resulting Contract will be in substantially the same format as Addendum A hereto. **Any exceptions should be included in the Proposal** for consideration by the County. Exceptions to the minimum legal terms and conditions as set forth in this RFP or the form contract will not be accepted.
- v. A narrative description of proposer's software and how it will meet the County's goals and expectations. Include a focus on superior features or documented benefits that distinguish the solution. Provide a plan as to how the Proposer expects to achieve the objectives in Section III of this RFP.
 - a. *In responding to this Section, Proposer should specifically address each item of Section III of this RFP.*
 - b. Where relevant, examples or screenshots to demonstrate capability should be included.
- vi. Consistent with Alabama law, the following forms are also required as part of the bid package:
 - a. **Proposer must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT 2016-312** (see Attachment 3);
 - b. **Proposer must provide a copy of its Beason-Hammon Certificate** (see Attachment 3);
 - c. **Proposer must provide a copy of its Certificate of Compliance with Act 2023-409** (see Attachment 3);
 - d. **Proposer must provide a copy of E-Verify MOU entered into with the Department of Homeland Security; and**
 - e. **Proposer must provide a copy of its Form W-9. A Form W-9 is available online at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.**

The COUNTY reserves the right to contact references and clients listed in the Proposal as part of its evaluation.

- b) **The Cost Proposal:** Only Proposers who have been determined by the Evaluation Team as having provided a qualified, responsive technical proposal will be considered for final award by proceeding to evaluation of the Cost Proposal. Cost Proposals will be returned, unopened for those Proposals that do not demonstrative the capacity to perform services under this RFP.
 - i. Proposer must submit in a separate, sealed envelope, a proposed firm, fixed fee for all services included in this RFP utilizing the Cost Proposal Form Provided in Attachment 2. **Failure to submit pricing in a separate sealed envelope may disqualify Proposer from the process.**
 - ii. This Form will be utilized for the purposes of evaluating the proposals. However, Proposer may submit alternate pricing solutions, which may be considered in negotiations with Successful Proposer.

4.4 REQUEST TO MODIFY OR WITHDRAW PROPOSAL

Proposer may make a written request to modify or withdraw the proposal at any time prior to the Proposal Opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original response to the RFP and plainly marked “Modification to, or Withdrawal of, Proposal.” Only written requests received by the County prior to the Proposal Opening will be considered.

SECTION V
PROPOSAL EVALUATION, AWARD, AND CONTRACT PROCESS

5.1 EVALUATION CRITERIA

- a) The COUNTY will evaluate all proposals using the criteria outlined in the table below.

Criteria	RFP Reference	Percentage
Certification Form (Attachment 1)	4.3.a.ii	Required
State Law Certifications (Attachment 3)	4.3.a.vi	Required
Qualifications	4.3.a.i & 4.3.a.iii	20%
References and Experience	4.3.a.iv	20%
Plan of Operation / Software Solution	4.3.a.v	45%
Cost Proposal (Attachment 2)	4.3.b	15%

- b) Notwithstanding the foregoing, the County reserves the right to make the selection on the basis of best value or quality alone or to accept or reject any or all proposals if it is determined to be in the best interest of the County.
- c) Proposals found to be technically or substantially non-responsive at any point in the evaluation process may be rejected and not considered further.
- d) Following a determination that the Technical Proposal demonstrates that the firm is qualified to perform the work, the Cost Proposal will be opened. If the County determines that the firm is not qualified to perform the project based upon the criteria above, the cost proposal will be returned unopened.

5.2 ORAL INTERVIEWS

The COUNTY may, at its sole option, elect to require oral presentations by Proposers being considered for award. This provides an opportunity for the County to ask questions and Proposers to clarify or elaborate on their proposals. This is a fact-finding and explanation session only and does not include negotiation. Should the County elect to allow presentations, the County reserves the right to amend the above scoring percentage to accommodate for the presentation.

5.3 FINAL SELECTION

All proposals will be evaluated by an evaluation team composed of County staff and community partners based upon the criteria outlined in Subsection 5.1 to determine the Proposer whose submission conforms to this RFP and is the most advantageous to the County. County staff will make a recommendation to the County Commission, who will make the final selection. Proposers will be notified in writing.

5.4 PUBLIC RECORDS

Only the final results of the evaluation will be available for review. Any work papers, individual evaluator or consultant comments, notes, or scores will be considered confidential. Further, to protect the integrity of the process, any confidential or trade secret information of Proposers, and the ability of the County to successfully negotiate a contract in the best interest of the County, no proposal or evaluation information will be made available until following the execution of any Resulting Contract.

5.5 NOTICE OF AWARD

Upon selection by the Awarding Authority, the County will notify the successful proposer in writing of its intent to negotiate a Resulting Contract.

5.6 CONTRACT NEGOTIATION

The Proposer designated by the County will enter into contract negotiations using substantially the same format as included in Addendum A hereto. If an agreement cannot be reached to the satisfaction of the County within thirty (30) days of notification of intent to negotiate the Resulting Contract, the County may reject the proposal or revoke the selection and begin negotiations with the next qualified proposer.

5.7 CONTRACT EXECUTION

Following a successful negotiation, the Resulting Contract will become effective upon execution of the Parties.

Addendum A

Software Services Template



SHELBY COUNTY, ALABAMA *CONTRACT FOR SOFTWARE GOODS AND SERVICES*

WITNESS THIS AGREEMENT, entered into as of this _____ day of _____ 20__, by and between SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama (hereinafter called the COUNTY) and _____ (hereinafter called the CONTRACTOR).

WHEREAS, the COUNTY is currently engaged in the following described PROJECT and desires to engage a vendor provide Software to support the PROJECT, which said PROJECT is described as follows:

PROJECT description: Electronic Building and Plan Review Software Solution with Trimble Cityworks/Unity and ESRI Integration; and

WHEREAS, COUNTY has issued a Request for Proposal, which is adopted and incorporated as if set forth herein, seeking a solicitation to provide Software and professional services related thereto; and

WHEREAS, CONTRACTOR has submitted a bid seeking to provide Software and associated services to support the PROJECT; and

WHEREAS, COUNTY wishes to contract with the CONTRACTOR to provide Software and other associated professional services as are hereinafter described in connection with the PROJECT as requested by COUNTY.

NOW, THEREFORE, in consideration of the above premises and in consideration of the mutual covenants and agreements contained herein, the parties hereto do hereby agree, covenant, and contract as follows:

Section 1. Employment of CONTRACTOR

The COUNTY agrees to and does hereby engage the CONTRACTOR, and the CONTRACTOR hereby agrees to provide software and related services hereinafter described for the COUNTY, in a competent and professional manner consistent with the highest standards normally accepted within the industry and within CONTRACTOR'S professional field of expertise.

Section 2. Scope of Services

The CONTRACTOR shall provide professional and technical assistance to the COUNTY to include, but not necessarily be limited to, the services and activities described in the attached bid from the CONTRACTOR to the COUNTY dated the ____ day of _____ 2026, which is adopted and incorporated as if set forth herein as Attachment A. Any terms and conditions provided in Attachment A shall be modified in accordance with Attachment B. To the extent there are any conflicts between Attachments A, B, and this Agreement, the order of preference shall be as follows: this Agreement, Attachment B, then Attachment A.

Section 3. Time of Performance

Services to be provided by the CONTRACTOR shall commence upon execution of this contract and will continue as outlined in the attached proposal.

Section 4. General Performance Provisions

(a) *Personnel.* The CONTRACTOR warrants that it has the professional expertise and 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. The CONTRACTOR further warrants that all personnel providing services under this contract shall maintain all applicable licenses or certifications.

(b) *Office Space.* The CONTRACTOR 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 written 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.

(e) *Reports and Information.* The CONTRACTOR, 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.

(f) *Confidentiality.* CONTRACTOR agrees to maintain COUNTY'S confidential data, including personal identifying data, to which CONTRACTOR gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. CONTRACTOR expressly recognizes, acknowledges, and agrees to comply with the requirements of the Alabama Data Breach Notification Act Of 2018, including but not limited to the Act's requirements for a covered entity to conduct an assessment of its data security, to establish reasonable security measures to protect "Sensitively Personally Identifying Information" ("SPII") from being breached and to take reasonable steps when disposing of SPII to mitigate against a breach. Further, CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY in the event of a breach caused by CONTRACTOR.

(g) *Ownership of Documents.* CONTRACTOR acknowledges that entered data within the database tables of the CONTRACTOR software (whether such software was or is used in a test environment or a production environment) is owned by COUNTY and is not confidential to CONTRACTOR. COUNTY owns all right, title, and interest in COUNTY data. COUNTY hereby grants to CONTRACTOR, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify and display COUNTY data solely for purposes of COUNTY'S use of the Software and for providing benchmarking services and reports that do not uniquely identify COUNTY. CONTRACTOR shall not use the COUNTY data except as necessary to perform its obligations hereunder. Upon termination of this Agreement or the COUNTY'S use of any aspect of the PROJECT, CONTRACOTR shall promptly provide the COUNTY with a final export of the applicable COUNTY data within 30 days in a format of

the COUNTY'S choice. The Parties agree to work in good faith to execute the foregoing in a timely and efficient manner.

(h) *Cardholder data (as applicable)*. As applicable CONTRACTOR acknowledges and agrees that it is responsible for the security of all COUNTY'S cardholder data in CONTRACTOR'S possession. CONTRACTOR represents and warrants that for the life of the Agreement and/or while CONTRACTOR has involvement with COUNTY'S cardholder data, the software and services used for processing transactions shall be compliant with current standards established by the Payment Card Industry Security Standards Council (PCI). COUNTY has been PCI compliant for over a decade and desires to maintain this compliance.

(i) *Communications*. The representatives of the COUNTY and the CONTRACTOR to whom communications regarding the PROJECT which is the subject of this contract should be directed are as follows:

(1) COUNTY: Shelby County, Alabama
Christie Hester, Director, Development Services
1123 County Services Drive
Pelham, Alabama 35124
(205) 620-6623

(2) CONTRACTOR: _____

Section 5. Provisions Relating to Cybersecurity

(a) *Cybersecurity*. CONTRACTOR and any of its subsidiaries have taken all technical and organizational measures necessary to protect the information technology systems and data used in connection with the operation of CONTRACTOR and its subsidiaries' businesses. Without limiting the foregoing, CONTRACTOR and its subsidiaries have used reasonable efforts to establish and maintain, and have established, maintained, implemented, and complied with, reasonable information technology, information security, cyber security, and data protection controls, policies, and procedures, including oversight, access controls, encryption, technological and physical safeguards, and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the operation of the CONTRACTOR and its subsidiaries' businesses ("Breach"). There has been no such Breach, and the CONTRACTOR and its subsidiaries have not been notified of and have no knowledge of any event or condition that would reasonably be expected to result in, any such Breach.

(b) *Data Security*. COUNTY data shall be stored in databases and/or other repositories controlled by CONTRACTOR in a safe and secure manner. All CONTRACTOR administrator and user county network access (internal & remote) shall require specific multi-factor authentication controls.

(c) *Backup and Data Recovery*. In accordance with industry standards and practices, CONTRACTOR shall provide backup and data recovery. At a minimum, backup and data recovery efforts shall include the following:

- (i) *Regular Backup of Data*: COMPANY shall ensure that all data stored on its platform is backed up on a regular basis. Backups will be performed at least one time per week, and such backups shall be retained for a period of 12 months. The frequency of backup may be adjusted based on mutual agreement between the parties, subject to the COUNTY'S requirements.

- (ii) *Backup Storage:* All backups shall be stored securely in a geographically redundant environment, ensuring that the backup data is protected against loss, corruption, and unauthorized access. The backup system shall employ encryption both at rest and in transit to maintain the confidentiality and integrity of the COUNTY data.
- (iii) *Testing and Verification:* CONTRACTOR shall regularly test and verify the integrity and recoverability of the backup data at least [quarterly/annually]. The testing process should confirm that the data can be successfully restored within a reasonable timeframe (e.g., within 4 hours). CONTRACTOR shall notify the COUNTY in writing when such tests are performed, and any issues identified during testing shall be promptly addressed.
- (iv) *Backup Restoration:* In the event of data loss, corruption, or system failure, CONTRACTOR shall restore the COUNTY'S data from the most recent available backup within 1 day of a request from the COUNTY. The restoration process should ensure that the data is fully recoverable without significant loss of service.
- (v) *Notification of Backup Failures:* CONTRACTOR shall notify the COUNTY immediately if a backup failure occurs, providing details regarding the failure, the potential impact on data integrity, and the corrective actions that are being undertaken to resolve the issue.
- (vi) *County Rights:* COUNTY shall have the right to request copies of the most recent backup data, upon reasonable request and at no additional charge, subject to any applicable legal or regulatory constraints.

Section 6. Compensation and Method of Payment

For services rendered under this Agreement the COUNTY agrees to pay the CONTRACTOR for all COUNTY approved costs, direct and indirect, attributable to the services rendered as described in Section 2 of this Agreement, and as described in the Proposal dated _____, 20____. Such payment shall be due as provided in the Proposal. The total amount to be paid by COUNTY for services rendered by the CONTRACTOR shall not exceed _____ (\$_____). Any additional fees must be approved by the COUNTY in writing prior to performance of additional work and shall be in accordance with the attached schedule of standard charges.

Section 7. Terms and Conditions

(a) *Termination of Contract for Cause/Breach of Contract.* If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under this contract shall, at the option of the COUNTY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work completed on such documents or materials to the satisfaction of the COUNTY.

Notwithstanding the above, the CONTRACTOR 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 CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the COUNTY from the CONTRACTOR is determined.

(b) *Termination for Convenience of the County.* The COUNTY may terminate this contract at any time, with or without just cause, by giving written notice to the CONTRACTOR 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 its property.

If the Contract is terminated by the COUNTY as provided in this subsection, the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The CONTRACTOR 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 CONTRACTOR during the contract period which is directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the CONTRACTOR, the above clause relative to termination shall apply.

(c) *Changes.* The COUNTY may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the COUNTY and the CONTRACTOR, 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.

(d) *Assignability.* The CONTRACTOR shall not assign any interest on this contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the COUNTY provided, however, that claims for money by the CONTRACTOR 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 the COUNTY and such successor shall be deemed substituted for the 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 the COUNTY for the covered PROJECT. This Agreement shall also be binding upon and inure to the benefit of the CONTRACTOR, his heirs, executors, and administrators.

(e) *Compliance with Local Laws and Requirements.* The CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with the following:

- (i) As required by Ala. Code § 31-13-9, by signing this contract, grant, or other agreement, 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.
- (ii) Consistent with Ala. Code § 41-16-5, contractor by 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.

- (iii) Contractor verifies that the company, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts as defined by Ala. Code § 41-16-160.
- (iv) Contractor verifies and acknowledges obligations and responsibilities as required by the Data Breach Notification Act of 201, codified as Chapter 38 of Title 8 of the Code of Alabama.
- (v) Attachment C contains certain information as required by GASB Standard 96 and the Alabama Department of Examiners of Public Accounts, and is adopted and incorporated as if set forth herein.

(f) *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 CONTRACTOR 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.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the contract, unless written permission to destroy them is granted by the COUNTY.

(g) *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 or 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/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(h) *Interest of the Contractor.* The CONTRACTOR 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 CONTRACTOR further covenants that, in the performance of this contract, no person having any such interest shall be employed.

Section 8. Additional Services of CONTRACTOR

If authorized in writing by the COUNTY, the CONTRACTOR 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 CONTRACTOR, and written authorization from the COUNTY to proceed, the CONTRACTOR will provide the additional service.

Section 9. Liability, Insurance, and Indemnification

CONTRACTOR shall indemnify and save the COUNTY, and its officers, employees, and agents, safe and harmless from any claims made by any person, firm, or corporation against the COUNTY or its agents, officers, and employees, for claims arising directly or indirectly out of any activity or pursuit of CONTRACTOR relating to this contract, including injury to persons or property, which said obligation of indemnity shall include the payment by CONTRACTOR to COUNTY of any attorneys' fees, costs of defense, and judgments rendered, if any, in favor of such person, firm, or corporation.

CONTRACTOR shall carry and maintain insurance sufficient to cover any harm caused by CONTRACTOR in performance of its duties hereunder. Such insurance must include, at a minimum, general liability and errors and omissions, workers compensation, and automobile insurance. CONTRACTOR shall specifically maintain

network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Agreement. All insurance coverages must conform with state law, as applicable.

Section 10. Independent Contractor Relationship

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

Section 11. Tax Responsibilities of Contractor

CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, 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 12. Non-Exclusive Contract

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

Section 13. Severance and Conflict of Laws Provision

The terms and conditions of this contract shall be construed in accordance with the laws of the State of Alabama. In the event that any court of competent jurisdiction declares any portion of this contract to be invalid, that clause shall be stricken from this contract and all other terms and conditions shall remain in full force and effect.

Section 14. Entire Agreement

This contract, as well as any attachments adopted herein represent the entire agreement of both parties and shall supersede any previous agreement, whether oral or written. Any substantive edits, changes, or amendments must be in writing and signed by both parties to be valid. To the extent any provisions of this Agreement and any attachments hereto, the Agreement shall prevail.

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

SHELBY COUNTY

By: _____
Chad Scroggins
County Manager

ATTEST:

By: _____

CONTRACTOR's Representative

ATTEST:

ATTACHMENT A TO CONTRACT

[INSERT PROPOSAL]

ATTACHMENT B TO CONTRACT

Exclusions

[All exclusions are subject to the express agreement of the County.]

ATTACHMENT C TO CONTRACT

Subscription-Based Information Technology Arrangements (SBITA)

This contract ___ is or ___ is not for a subscription-based information technology arrangement. *Only complete if this project qualifies as an SBITA.*

Contractor Name _____

Project Description

Commencement of Agreement shall be the date signed by both parties above.

Expiration Date _____

Fund _____

Does the County intend to purchase or keep this software? _____

Term of Software Subscription _____

Useful Life _____

Is Software accessible after the end of the Subscription Term or Useful Life? _____

Does Ownership Transfer at the End of the Subscription Term? _____

Is the SBITA component of the Contract being capitalized separately from other components of the Contract?

Is the Software a *de minimus* portion of the Contract? _____

Payment Frequency _____

Payment Due at Start or End of Period _____

Discount Rate _____

Are there Variable payments based on future performance or usage of asset (contingency)? _____

If so, what are the contingency payments? _____

Payments made at or before commencement, including down payment _____

Initial Direct Costs/Ancillary Charges to Place Asset in Service _____

Vendor Incentives Amount _____

Payment Amount

No. of Payments _____

Does Payment Amount Change? _____

Attachment 1

CERTIFICATION FORM

Company Name: _____

Address: _____

Proposal Submitted by: _____

(Name of company representative)

Title: _____ Email address: _____

Phone: _____

By submitting this Proposal, we agree:

Initials

That the Proposer has read, understands, and agrees to the conditions of the RFP.

That the services and proposed solution meet the specifications of the RFP.

That the Cost Proposal will be honored throughout the term of the Resulting Contract.

That the Proposal includes the forms required under Alabama law as defined in this RFP.

To be compliant with the minimal legal terms as defined in this RFP, and will further comply with any applicable state or federal law or regulation.

That no conflict of interest, real or perceived, exists by submitting this Proposal or with any Resulting Contract.

Proposer is not barred or suspended from receiving public funds under either federal or state law.

Signature of company representative submitting proposal: _____

Title: _____

Attachment 2

COST PROPOSAL

Proposer Name: _____

Proposer must include the costs for all services outlined in the RFP. These firm fixed costs for the project include any costs for overhead and resources. In completing the form below, please consider the following:

Proposer should include one firm, fixed cost per line item for the implementation and provision of a solution that complies in all material aspects of the RFP.

In completing this form, the Proposer should multiply the Quantity Column with the Cost Column to create a Total Price per line item, which will then be totaled in the bottom right cell.

Line Item	Quantity	Price Per Unit	Total Per Line Item
1) Initial Deployment	1		
2) Monthly Subscription	36		
		Total	

SIGNATURE: _____

Sworn to and subscribed before me this

The _____ day of _____, 202__.

Notary Public

My Commission Expires: _____

Attachment 3

REQUIRED FORMS

Proposer's Everify MOU with the DHS can be accessed by logging into your business at everify.gov.

A fillable W-9 is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312 (BOYCOTT CERTIFICATE)

The undersigned, as a duly authorized representative of _____,
(the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____ with the Contractor and is authorized to provide the representations set out in this Certificate as the official and binding act of Contractor and has knowledge of the provisions of Alabama Act 2016-312.
2. In compliance with said Act, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this ____ day of _____, 20____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this

_____ day of _____, 20____.

WITNESSED BY:

Signature: _____

Printed Name: _____

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON
ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
(Act 2011-535, as amended by Act 2012-491)**

STATE OF ALABAMA §
 §
COUNTY OF _____ §

The undersigned, as a duly authorized representative of _____, (the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____ with Contractor and is authorized to provide the representations set out in this Certificate as the official and binding act of Contractor and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT, Act 2011-535 of the Alabama Legislature, as amended by Act 2012-491 (hereinafter "the Act").
2. Using the following definitions from Section 3 of the Act, Contractor has selected the appropriate description of its business structure and indicated the same by initialing its choice below:

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____ (a) Contractor is a business entity or employer as those terms are defined in Section 3 of the Act.

_____ (b) Contractor is **NOT** a business entity or employer as those terms are defined in Section 3 of the Act.

3. 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.

4. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20_____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

**CERTIFICATE OF COMPLIANCE WITH ACT 2023-409
(ECONOMIC BOYCOTT CERTIFICATE)**

The undersigned, as a duly authorized representative of _____,
(the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____ with the Contractor named above, is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Act 2023-409 of the Alabama Legislature.
2. The Contractor is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.
3. The Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contractor does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
 - a. Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
 - b. Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
 - c. Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
 - d. Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
 - e. Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Certified this _____ day of _____, 20_____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____