



THE UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY (ACCGov)

DATE: November 7, 2023

SUBJECT: RFP # 24028 Request for Proposals for Software and Implementation Services for a Utility Billing (UB) Software Systems Environment

Athens-Clarke County (ACCGov) is soliciting Proposals from Proposers capable of satisfying the needs for software and consulting services to implement a new software systems environment to address ACCGov's needs related to Utility Billing (UB).

In addition to soliciting written responses, this document provides information to assist Proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the Proposers
- Specifies the desired format and content of Proposals in response to this RFP
- Outlines ACCGov's evaluation and selection procedures
- Establishes a schedule for the preparation and submission of Proposals in response to this RFP

This RFP and the selected Proposal in response to this RFP will be incorporated into the contract resulting from this solicitation.

Inquiries regarding proposals should be made to Toro Holt, Senior Buyer, (706) 340-1742 or accbids@accgov.com. Technical questions may be directed to BerryDunn in writing to Kate Offerdahl-Joyce (kate.offerdahl-joyce@berrydunn.com).

A (NON-MANDATORY) pre-proposal conference to respond to all inquiries with regards to this project will be held at **10:00 AM ET, Thursday, November 16, 2023** via teleconference.

Vendors that are interested in participating in the Pre-Proposal Vendor Teleconference shall contact BerryDunn in writing (kate.offerdahl-joyce@berrydunn.com) to request the teleconference information.

The format of the Pre-Proposal Vendor Teleconference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, Vendors will be able to ask questions related to the RFP or the overall process. ACCGov will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Teleconference, the County will post online the material questions asked and their respective answers in an addendum.

Attached hereto is the Request for Proposal (RFP) instruction document. The written requirements contained in this (RFP) shall not be changed or superseded except by written addendum from the Unified Government of Athens-Clarke County Purchasing Division of the Finance Department. Failure to comply with the written requirements for this proposal may result in rejection of the proposal by the Unified Government of Athens-Clarke County.

One (1) USB Flash drive with a copy of the Proposal WITHOUT Pricing, One (1) paper copy(s) without pricing, and One (1) Separately Sealed paper copy of Attachment C1 and C2 Price Proposal, and One (1) USB Flash drive with a copy of Attachment C1 and C2 must be submitted. Proposals are to be sealed, marked with the offeror's name and address and labeled, “**RFP #24028 Request for Proposals for Software and Implementation Services for a Utility Billing (UB) Software Systems Environment**” and delivered to:

The Unified Government of Athens-Clarke County
Finance Department, Purchasing Division
375 Satula Avenue
Athens, Georgia 30601

Not later than **3:00 P.M. ET, Tuesday, January 9, 2024**

A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the proposal opening date. Please call (706) 613-3088 for more information. This service is in compliance with the Americans with Disabilities Act (ADA).

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 5:00 p.m. E.T., Monday through Friday, excluding holidays observed by the Unified Government of Athens-Clarke County.

The Unified Government of Athens-Clarke County reserves the right to reject any and all proposals, to waive any technicalities or irregularities, and to award the contract based on the highest and best interest of the Unified Government of Athens-Clarke County.

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SECTION I - REQUEST FOR PROPOSAL SUBMISSION INSTRUCTIONS

ALL PROPOSALS RECEIVED WILL BECOME A PART OF THE OFFICIAL CONTRACT FILE AND MAY BE SUBJECT TO DISCLOSURE.

A complete signed proposal must include the documents listed below:

PROPOSAL FORMAT: Offerors are expected to examine the specifications, functional and technical requirements, and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. *The proposal and price schedule must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the offeror.*

All proposals received will become a part of the official contract file and may be subject to disclosure.

PROPOSAL FORMAT: All proposals should include the information outlined below and **in the following order:**

Proposal Naming and File Formats

Proposal Section	Recommended File Naming Convention	Required File Format
Technical Proposal (Inclusive of Attachments A and B any Exhibits/Attachments)	“(Proposer Name)” Technical Proposal	All files combined into one (1) searchable Adobe PDF
Attachment B – Functional and Technical Requirements	“(Proposer Name) Proposal Response to Attachment B”	To be submitted in Microsoft Excel format, in addition to above PDF format
Price Proposal (Inclusive of Attachments C1 and C2, Proposer’s Standard Travel and Expense Policy, and any Appendices)	“(Proposer Name)” Price Proposal	All files combined into one (1) searchable Adobe PDF
Attachment C1 – Cost Worksheets	“(Proposer Name) Proposal Response to Attachment C1”	To be submitted in Microsoft Excel format, in addition to above PDF format

- 1. Amendment of Proposals:** Proposers may amend Proposals prior to the deadline set for receipt of Proposals. In the event an Addenda is issued and a Proposer has previously submitted a Proposal in response to this RFP, the Proposer shall notify ACCGov via email of the need to submit an amendment, and clearly outline the reasons in writing. No amendments will be accepted after the deadline unless they are in response to a request of ACCGov.
- 2. Confidential Information:** Proposers shall clearly mark any information or graphics that are considered to be confidential as such within Proposal submissions. Any such designation as confidential shall be specific as to the portions of the proposal deemed confidential by the proposer, and not the entire Proposal response.

Technical Proposal Organization Guidelines

Proposers are instructed to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tab sections as a part of their response to the Technical Proposal. **ACCGov expects that Proposers will include additional proposal content beyond simply completing the forms and worksheets provided through this RFP.** The following table contains the organization guidelines for Proposal responses.

Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section
Tab 1	Company Introduction
Tab 2	Software Solution
Tab 3	Project Approach and Implementation Methodology
Tab 4	Key Proposed Personnel and Team Organization
Tab 5	Project Schedule
Tab 6	System and Application Architecture
Tab 7	Data Conversion Plan
Tab 8	Security and Software Hosting
Tab 9	Testing and Quality Assurance Plan
Tab 10	Training Plan
Tab 11	References
Tab 12	Sample Contracts, Warranty, and Escrow
Tab 13	Exceptions to Project Scope and Contract Terms
Tab 14	Functional and Technical Requirements Response

Content for Tabs 1 – 14

1. Tabs 1 – 13

- i. Attachment A – Proposal Response Forms is a Word document that provides detailed instructions and requirements for the Proposer as it relates to the documents to be submitted as their RFP response and Services required for the Project. Proposers are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in **Attachment A – Proposal Response Forms**, Proposers are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Tab section. Proposers are directed to **Attachment A – Proposal Response Forms**, which includes forms, tables, and questions that are to be completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1 – 13).

2. Attachment B: Tab 14

- i. **Attachment B – Functional and Technical Requirements/Capabilities** is an Excel document that provides detailed requirements and capabilities related to software features

and functions, as well as potential interfaces and data conversion requirements. This tab is to include Proposer's response as detailed in Attachment B – Functional and Technical Requirements/Capabilities, which is an Excel document to be filled out by the Proposer. Proposers are to provide Attachment B in both Excel format, and also in PDF format appended to the responses to Attachment A Tabs 1-13.

3. Proposal Supplements

- i. Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal.

Price Proposal

The Proposer's Price Proposal shall consist of two sections, as further described below:

1. The completed Cost Worksheets as contained in **Attachment C1 – Cost Worksheets**. Proposers shall not modify the worksheets in any way.
2. A narrative description of the proposed costs in response to **Attachment C2 – Cost Narrative**, including:
 - The Proposer's pricing as provided in proposer's standard quoting/pricing format.
 - The Proposer's standard travel and expense policy.

SUBMITTAL FORMAT: ALL proposal copies must be submitted in a sealed envelope or container with the **OUTERMOST** container stating the company name, address, telephone number, the RFP number and **TITLE (RFP #24028 Request for Proposals for Software and Implementation Services for a Utility Billing (UB) Software Systems Environment)**.

If you have an ACCGov Vendor Number please include it on the sealed envelope or container. If you do not know your vendor number, please **email: vendor@accgov.com**. If you do not have a vendor number but you are awarded this RFP, you will be invited to submit your vendor registration per the following instructions: <https://www.accgov.com/DocumentCenter/View/88465>.

Please Note: The ACCGov Vendor Number is not required to submit a proposal, and new vendor registrations **will not** be processed for bidding/proposal purposes only.

- One (1) USB Flash drive with a copy of the Proposal WITHOUT Pricing**
- One (1) paper copies of the signed proposal WITHOUT price**
- One (1) Separately Sealed paper copy of Attachment C1 and C2 Price Proposal**
- One (1) USB Flash drive with a copy of Attachment C1 and C2**
(Must be submitted separately in a sealed envelope)

Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. No responsibility shall attach to the Unified Government of Athens-Clarke County for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper or Improper address. **Proposals via facsimile will NOT be considered.**

ALL DOCUMENTS SUBMITTED ON USB FLASH DRIVE MUST BE IN A SINGLE PDF FILE

**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
REQUEST FOR PROPOSAL (RFP)
SOFTWARE AND IMPLEMENTATION SERVICES FOR A UTILITY BILLING (UB) SOFTWARE
SYSTEMS ENVIRONMENT
ATHENS, GEORGIA**

SECTION II - REQUEST FOR PROPOSAL OVERVIEW AND PROCEDURES

A. INTRODUCTION

PURPOSE

The overall goal of this project is to take advantage of the newest technology and harness efficiencies by reviewing business processes and implementing technology to enhance existing business processes performed by ACCGov departments. ACCGov is planning to replace its current software systems environment with a new system or combination of software systems, and to adopt systems functionality to support core processes. In doing so, ACCGov seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

- Key Objectives and Outcomes:
 - Enhance operational effectiveness by making more timely, accurate, and complete information available to citizens, and the ACCGov personnel
 - Robust reporting capabilities, including but not limited to ad hoc reporting, executive reporting, and configurable reports
 - Enhance features that improve citizen and employee service, support mobile functionality, and enhance process automation
 - Increase productivity by eliminating redundancy and unnecessary tasks
- Primary Challenges in the Current Environment
 - Systems across departments do not integrate, resulting in dual entry of information.
 - Multiple portals make it difficult for customers to pay outstanding bills.
 - Manual processes for field staff delay information processing and transfers.
 - The reporting functions in HTE are not intuitive, particularly for infrequent or new users.

The contractor will provide services per the scope of services as indicated in Section III of this request for proposal (RFP).

B. RFP TIMETABLE

The anticipated schedule for the RFP and contract approval is as follows:

Proposal Documents Available.....**Wednesday, November 7, 2023**
Pre-Proposal Conference **10:00 AM ET, Thursday, November 16, 2023**
Deadline for submission of questions **Friday, December 15, 2023**
Deadline for receipt of proposal **3:00 P.M. ET, Tuesday, January 9, 2024**
Notice of Vendor Shortlist:..... **Week of February 5, 2024**

Vendor Demonstrations.....**Week of February 26, 2024**

Proposals Valid Until.....**June 9, 2024**

C. CONTACT PERSON

The contact person for this RFP is Toro Holt, Senior Buyer Explanation(s) desired by the offeror(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing via facsimile at (706) 613-1975 or accbids@accgov.com. Technical questions may be directed to BerryDunn in writing to Kate Offerdahl-Joyce (kate.offerdahl-joyce@berrydunn.com).

Offerors are encouraged to contact only the contact persons stated above to clarify any part of this RFP. Any such unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the rejection of the offeror's submittal.

D. MINIMUM PROPOSAL ACCEPTANCE PERIOD

Proposals shall be valid and may not be withdrawn for a period of 180 days from the date specified for receipt of proposals.

E. ADDITIONAL INFORMATION/ADDENDA

The Unified Government of Athens-Clarke County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Offerors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Request for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the offeror's name, address, phone number, and fax number, and email address. Faxes will be accepted at (706) 613-1975.

Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the offeror's receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changed the Owner's requirements

Offerors who obtain this Request for Proposal from [Georgia Procurement Registry](#) or [Athens Clarke County/Purchasing](#) (<https://www.athensclarkecounty.com/Bids.aspx>) or from other than the Purchasing Division are **advised to re-visit the above websites to obtain any addenda which may be issued prior to the proposal closing date.** The Unified Government of Athens-Clarke County assumes no responsibility for Offerors' failure to acknowledge any addenda issued

F. LATE PROPOSALS, WITHDRAWALS, MODIFICATIONS AND REJECTIONS

Proposals shall not be modified, withdrawn, or canceled by the offeror for a period of **one hundred eighty (180) days** following the time and date designated for the receipt of proposals, and each offeror so agrees in submitting his proposal. Negligence on the part of the Offeror in the preparation of his proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal closing. Proposals received after the proposal due date and time are late and will not be considered. Modifications received after the proposal due date are also late and will not be considered.

G. PROPOSAL CLOSING

Cost Proposals will not be opened or read aloud publicly. A list of names of firms providing proposals may be obtained from [Georgia Procurement Registry](#) or [Athens Clarke County Bids](#) or via email request to E-Mail: accbids@accgov.com after the proposal due date and time stated herein. A tabulation of prices may be obtained upon award.

H. NON-COLLUSION AFFIDAVIT

By submitting a proposal, the offeror represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named and that the offeror has not directly or indirectly induced or solicited any other offeror to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the offeror has not in any manner sought by collusion to secure to that offeror any advantage over any other offeror.

By submitting a proposal, the offeror represents and warrants that no official or employee of the Unified Government of Athens-Clarke County has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise therefrom.

I. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

By submitting a proposal and executing the attached Affidavits, the offeror verifies its compliance with O.C.G.A. §13-10-91. The offeror further agrees to maintain records of such compliance and shall provide a copy of each such verification to Unified Government of Athens-Clarke County, at the time the subcontractor(s) is retained to perform such services.

J. COST INCURRED BY OFFERORS

All expenses involved with the preparation and submission of proposals to the Unified Government of Athens-Clarke County, or any work performed in connection therewith shall be borne by the offeror(s). No payment will be made for any responses received or for any other effort required of or made by the offeror(s) prior to the commencement of work as defined by a contract approved by the governing body of the Unified Government of Athens-Clarke County.

K. EQUAL OPPORTUNITY POLICY STATEMENT

It is the policy of the Athens-Clarke County government that no person or business shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract or subcontract on the grounds of race, color, creed, national origin, age, or sex.

L. HOLD HARMLESS AND INDEMNIFICATION

The Offeror agrees, insofar as it legally may, to indemnify and hold harmless the Unified Government of Athens-Clarke County, its officers, employees and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Offeror, its officers, employees, and agents under any of the terms of this contract.

M. NO OBLIGATION, RIGHT OF REJECTION, AND MULTIPLE AWARD

The inquiry made through this RFP implies no obligation on the part of ACCGov. This RFP does not constitute an offer or a contract with any Proposer or other party. ACCGov reserves the right to reject any or all Proposals, in whole or in part, and to waive any informality in proposals received, deemed to be in the best interest of ACCGov or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended Vendors will be rejected. ACCGov may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. ACCGov further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, ACCGov reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP. ACCGov also reserves the right to refrain from making an award if it determines it to be in its best interest. ACCGov reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. ACCGov reserves the right to create a Project of lesser or greater expense than described in this RFP or the Proposer's reply, based on the component prices or scope submitted. ACCGov reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of ACCGov.

N. QUALIFICATION OF OFFERORS

The Unified Government of Athens-Clarke County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and the offeror shall furnish to the Unified Government all such information and data for this purpose as may be requested. The Unified Government reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Unified Government that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The Unified Government of Athens-Clarke County contractors/vendors must have a current Athens-Clarke County business license if they are physically located in Athens-Clarke County or if they perform a service in Athens-Clarke County.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to the Unified Government will not be accepted.

O. ALTERNATE PROPOSALS

Alternate proposals or proposals that deviate from the requirements of this solicitation will not be considered. Offerors shall not insert in their proposal any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering subject matter thereof.

P. OPEN RECORDS

In accordance with OCGA Section 50-18-72(a)(34) Any trade secrets obtained from a person or business entity that are required by law, regulation, bid, or request for proposal to be submitted to an agency. **An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10.** If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency makes a determination that the specifically identified information does not in fact constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency makes a determination that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure;

Q. NON-DISCRIMINATION ORDINANCE

Contractor agrees to abide by and be bound by Chapter 6-21 of the Code of Athens-Clarke County, Georgia, regarding Unlawful Discrimination and agrees to ensure that any and all subcontractors operating pursuant to this solicitation also agree to abide by and be bound by Chapter 6-21 of the Code of Athens-Clarke County, Georgia.”

R. RECORDS AND AUDITS

The Consultant shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Agreement, including the date, time, and nature of services rendered. These records shall be maintained for a period of three years from the date of the final payment under this Agreement and shall be subject to inspection by ACCGov. ACCGov shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of ACCGov to recover excessive and/or illegal payments.

S. FORCE MAJEURE

Neither Party shall be in default by reason of any failure in performance of the resulting contract if such failure is proximately caused by causes beyond their reasonable control and without the fault or negligence of said Party including, without limitation, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions (“force majeure”). If either Party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the cause(s) of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal

to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

T. COMPLIANCE WITH FEDERAL, STATE, CITY, AND LOCAL LAWS

Proposals must comply with all federal, state, and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the Athens-Clarke County Government, or the State of Georgia, as they may apply, as these laws may now read or as they may hereafter be changed or amended.

U. PATENTS AND COPYRIGHTS

The successful vendor agrees to protect ACCGov from claims involving infringements of patents and/or copyrights.

V. INVALID, ILLEGAL, OR UNENFORCEABLE PROVISIONS

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

W. ACCGOV PROPERTY

The use of any and all ACCGov property by Contractor or its agents must be approved in advance by the City.

X. RIGHTS OF USE

The Contractor agrees that ACCGov will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this contract.

Y. OWNERSHIP OF DATA AND TRANSITION

Any and all ACCGov data stored on the Contractor's servers or within the Contractors custody is the sole property of ACCGov. The Contractor, subcontractor(s), officers, agents, and assigns shall not make use of, disclose, sell, copy or reproduce ACCGov's data in any manner, or provide to any entity or person outside of ACCGov without the express written authorization of ACCGov.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected Proposer shall:

- a. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of ACCGov;
- b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as ACCGov may direct, for orderly completion and transition; and
- c. Make available to ACCGov, at no cost, all ACCGov data stored within the system, stored on the Contractor's servers, or within the Contractor's custody, within fifteen (15) days of termination or ACCGov request. Such data shall be provided in a machine-readable format as agreed-upon by the parties.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, ACCGov shall:

d. Retain ownership of all data, work products, and documentation, created pursuant to the resulting Agreement

Z. DATA PRIVACY AND SECURITY

Contractor shall comply with all relevant federal, state, and local laws and regulations on security and privacy. Contractor shall have and follow a disaster recovery plan. Contractor shall only store and process ACCGov data within the continental United States. If applicable to the Contract, the Contractor shall back up all ACCGov data daily to an offsite hardened facility.

SECTION III - SCOPE OF SERVICES

A. INTRODUCTION AND PURPOSE

The Unified Government of Athens-Clarke County (ACCGov) is a unified city/county government located in the northeast section of the state of Georgia and is approximately sixty (60) miles northeast of Atlanta, Georgia. The Unified Government of Athens-Clarke County (the government's official name) was formed in 1991 by a referendum which required the combining of The City of Athens and Clarke County. ACCGov serves an area population of approximately 100,000 with annual growth projected at 1% per year. ACCGov provides a multitude of local and state-funded services, which includes, but is not limited to, Public Safety, Utility, Courts, Corrections, Tax and Fire Services. ACCGov employs approximately 1,900 people.

B. GENERAL REQUIREMENTS

The following table contains the list of functional areas of the desired future systems environment.

Functional Areas

Functional Areas			
No.	Functional Area	No.	Functional Area
1	Account and Customer Management	6	Online Portal
2	Rates and Calculation	7	Reporting
3	Billing	8	Forms
4	Collections Management	9	Conservation
5	Service Orders and Inventory		

The List of Functional and Technical Requirements/Capabilities contained in **Attachment B – Functional and Technical Requirements/Capabilities** contains the detailed functionality ACCGov requires within each functional area in a future systems environment, as well as general and technical system requirements, and data conversion and interface scope.

The following table contains functional statistics of ACCGov. These statistics are estimates and are provided for planning purposes only.

Functional Area Statistics

No.	Area	Statistic
1.	Billing Operation	
	Water Business Office (WBO)	The WBO Billing staff is responsible for retrieving a daily computer file containing all new meter readings and use HTE to import them into the system, which performs data validations. Billing staff use HTE to analyze and resolve consumption exceptions. Billing staff use HTE to create service orders for meter reading investigations. The Billing staff use HTE to manually record

No.	Area	Statistic
		<p>customer consumption supplied by Meter Management investigations. WBO divides the customer base into cycles, each cycle having multiple routes established prior to implementing Automated Meter Infrastructure (AMI) smart meter technology. Billing staff generate billing for one cycle a day, along with off-cycle billing for final accounts. During the billing procedures, HTE checks for business exceptions, including high bills, consumption charges, fees, and adjustments. Additionally, Billing staff print out and review the billing register (800 – 1,000 pages) and peer review the output to verify charges and fees are billed correctly. Past-due accounts are identified for collection action.</p> <p>Billing staff use HTE to create an XML computer file and manually transfer the file to the Billing print vendor, Arista, and the customer portal vendor, WaterSmart.</p> <p>Billing staff are responsible for processing collection activity with communications to the customer or Field Services technicians to disconnect service. Utility payments are received by ACCGov through lockbox, online payment, phone payments, postal mail, and in-office. Utility payments are allocated to the oldest balance first. If a customer is changing their level of service, the customer service representative is required to access HTE and change the start/stop dates for each service.</p> <p>Billing staff are responsible for confirming that the daily file of AMI data is sent to WaterSmart.</p> <p>WBO uses HTE service orders when an action in the field is needed such as a meter reread or to begin or terminate services. Currently, allocation thresholds are initially set at the minimum 3,000 gallons per month for single-family locations and are increased when the location average consumption increases. For new residential customers, allocation is based on household size. Once the customer has a 6-12 month established history, water allocations can be increased to a maximum of 6,000 gallons per month.</p> <p>New rates are effective July 1 as mayor/commission approval is required. Billing staff are responsible for manually updating and verifying new prices in HTE.</p>
	Solid Waste	<p>WBO uses HTE to calculate base rate charges and request containers for customers from Solid Waste. HTE is used to determine the status of an address' occupancy, water service, and zone assignment. Billing operates on the start/end date cycle but can be prorated if the customer moves halfway through the</p>

No.	Area	Statistic
		<p>billing cycle. Bills can also go over a 30-day billing period, depending on the start date.</p> <p>For refuse-only accounts, a new customer account is created with charges added based on location within service boundaries. ACC staff maintain a separate spreadsheet that includes container locations, billing rates, and customer account information.</p> <p>Solid Waste staff do not use HTE for inventory purposes. Customer service representatives manually count and keep track of cans left in inventory. Recycling information is manually extracted and inventoried from a separate spreadsheet.</p> <p>Solid Waste currently runs reports to assist with street audits, which are manually entered into Cityworks. Field technicians will manually verify the containers at each address for billing and inventory purposes.</p> <p>Solid Waste pickup routes are established by truck type using a vehicle tracking, equipment monitoring, and video-based safety system called Samsara. Samsara does not relate or report back to HTE. Any information needed in HTE would require manual additions.</p>
	Stormwater	<p>Stormwater staff use HTE for billing property owners for drainage utility throughout the year, having accounts billed on quarterly and annual cycles.</p> <p>Stormwater uses a separate instance of HTE and is not integrated with Water and Solid Waste.</p> <p>Stormwater staff use HTE to add and update locations and property owner accounts, including adding reference documents on calculation of impervious area. The calculations are used to identify a location as small, medium, or large, which determines the stormwater charges. Charges are calculated three months in arrears and nine months in advance.</p> <p>Stormwater staff use HTE master billing features to benefit larger customers.</p> <p>Stormwater staff also utilize GIS and arial photography to aid in determining the impervious surfaces of customer property. Billing utilizes flat rate, base quantity, and base quality values in calculating charges. All customers are subject to a base charge, with quantity and quality exception charges based on property according to Section 5-5 of the ACCGov Ordinance.</p> <p>Stormwater rates have been constant for the last 17 years. Currently, the team is looking at an inflation rate change to be effective in 2024. Inflation changes will go into effect with July billing.</p>

No.	Area	Statistic
2.	Customer Service	
	Water Business Office	<p>The WBO Customer Service staff support walk-in, telephone call, and email support requests at the WBO facility. The staff use HTE to assist customers with starting and stopping service, answer questions, take deposits and payments, and resolve individual Accounts Receivable (AR) issues. The customer interactions are recorded using notes in HTE. The staff also provide special customer services, like updating master accounts, set up and administer customer payment arrangements, and create and monitor Field Service requests.</p> <p>External applications are used by Customer Service staff to create customer correspondence, which is printed and mailed from the WBO facility.</p> <p>Customer Service staff use HTE to apply leak adjustments to accounts, performing adjustment calculations using a spreadsheet application and saving the calculations file with the account in HTE.</p> <p>Customer Service staff save account applications, tenant leases, and other material computer image files in HTE for future reference.</p> <p>Confirmation letters for tenants to provide to landlords verifying that service has been set up in the tenant's name are produced by the Customer Service staff using a word processing application. Staff use property tax records to manually search to validate ownership.</p> <p>Customer Service staff use HTE to assist in restoring service after a disconnection for non-payment, including creating a service order for reconnection.</p> <p>WBO uses Click2Gov to provide customers with online access to billing history and access to Payments for making payments. WBO uses WaterSmart to provide customers with online tools to analyze their water usage. Customer Service staff provide help to customers needing assistance with these portal tools.</p>
	Solid Waste	<p>Solid Waste staff use HTE to update account trash collection service details for proper billing.</p> <p>Solid Waste staff uses HTE reports for street audits, creating analytics from compiling monthly reports in MS Access.</p>

No.	Area	Statistic
	Stormwater	Stormwater staff use HTE to record customer interactions about bill inquiries, disputes, and dispute resolution for future use.
3.	Meter Management	<p>Meter Management maintains the inventory of water meters purchased by ACC using HTE and Crystal Reports.</p> <p>WBO receives email notifications from the Planning Department for new properties, using HTE to create the initial customer accounts and service orders for Meter Management to install meters. Meter Management manually creates a Cityworks work order, cross-referencing the HTE service order, and completes the initial installation of meters based on the latest service specifications, providing water meter details to WBO through the HTE service order by manually transferring the work order results. Meter Management updates the N360 system to match the HTE records.</p> <p>Field Service:</p> <p>Field Service staff perform meter read verification from HTE service order printouts. Field Service staff contact Meter Management when device functionality is in question. Meter Management creates a Cityworks work order to perform an investigation and notifies Field Service of its findings.</p> <p>Field Service staff perform water service disconnect for non-payment service orders. Customer Service staff radio Field Service staff when customer payments received after field work assignments have been dispatched using the HTE service order printouts.</p> <p>Field Service staff perform all field work before entry of HTE service orders updates from hand-written comments on the service order printouts. Customer Service enters any connection and trip charges.</p>
4.	Cashiering and Payments	
5.	Water Business Office	<p>ACC uses Click2Gov for customers to view bill information and access online payments. Paymentus provides online payment transaction processing using checking and saving accounts and debit and credit cards.</p> <p>Cashier staff are responsible for retrieving daily payment computer files from payment vendors and multiple banks, using network file management software. Acquired payment computer files are processed by Cashier staff using HTE to apply the</p>

No.	Area	Statistic
		<p>payments to the customer accounts. Exceptions are researched and resolved by Cashier staff.</p> <p>Cashiering requires customers to use separate payment transactions when paying for water and stormwater services.</p> <p>Each cashier must balance their drawer before the completion of their shift, one at a time, to total cash and scan any checks received to for bank deposit.</p> <p>Physical checks are kept for file retention purposes after scanning bank deposits.</p> <p>The WBO is equipped with a credit card reader (Chase) that is not connected to Paymentus. Any payments made need to be separately accounted for by staff to match at the end of a business day. Dropbox amounts are also processed and kept in separate batches.</p>
6.	Solid Waste	<p>Special services (added services) charges for Solid Waste are recorded using Munis Cashiering. Additional charges above and beyond waste fees are tracked separately by Solid Waste staff in MS Access.</p>
7.	Stormwater	<p>Staff members do not apply charges beyond regular bills through HTE. Outside purchases (i.e., rain barrels) are recorded using a designated HTE account.</p>
8.	Collections, Letters, Print/Mail and Online Portals, and Conservation	<p>Billing statements are produced and printed through Arista. ACCGov staff have the option to receive a PDF copy of letters printed. If mail is returned and the customer's account is active, the customer service representative will reach out to verify and update that information.</p> <p>N360 collects report alerts based on customer consumption usage. Customer service representatives use the N360 and HTE software to check for possible leaks, over/underconsumption, or non-consumption.</p>
9.	Water and Wastewater Operations, Cross Connections/GIS	<p>ACCGov staff use XC2 to register and track customer backflow assemblies, inspections status, and certification expirations.</p> <p>Additionally, the XC2 system is used to track Fats, Oils, and Grease (FOG) inspections for the Health Department</p>
10.	Number of Water Accounts	Approx: 45,000

Useful Link:

ACCGov Utilities: <https://www.accgov.com/214/Public-Utilities>

Alternate Proposals, Partnerships and Proposers of Subsets of Functionality

Alternate Proposals:

- Proposers may submit alternate Proposals for evaluation.
- Proposers may submit multiple Proposals for evaluation. For example, if a Proposer offers one or more “branded” products that may meet the needs of ACCGov they are encouraged to separately propose each software package for consideration.
- Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal for consideration through differing consulting firms.
- A separate Proposal package submitted in accordance with submittal instructions is required in order for ACCGov to accurately evaluate each Proposal independent of the other.

Partnerships:

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

- Proposers engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor.
- Each Vendor engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Vendor shall provide references, and each Vendor shall respond to the Company Background and History questions.

Proposers of Subsets of Functionality:

As part of this process ACCGov will not be allowing Proposers to submit point solutions (best of breed).

ACCGov Project Staffing

ACCGov intends to have functional and technical resources available during Project implementation, though it is noted that ACCGov does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. This applies to both functional resources as well as technical resources internal to ACCGov. It is anticipated that some functional leads will serve as the functional lead, or a subject matter expert, across one or more modules – particularly within the financial modules of a future system – during the implementation process.

Staffing considerations are a consideration for ACCGov in terms of both the implementation process as well as supporting the software once in an operations mode. Vendors are encouraged to submit questions to ACCGov during the RFP questions period to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of ACCGov during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Proposer(s).

Proposers shall clearly indicate in the proposal responses the estimated level of ACCGov resource involvement in the implementation process, in order to allow ACCGov to perform adequate planning. ACCGov will utilize the response to Proposers’ Resource Hour Estimates in Tab 3 – Project Approach and Implementation

Methodology, of Proposals as an input into the staffing plan ACCGov develops, and requests that Proposers clearly articulate estimated staffing considerations in their responses.

Deployment Model

ACCGov is open to considering various deployment models, and has structured the RFP to allow for the evaluation of the deployment model as but one factor in the overall procurement process. ACCGov wishes to evaluate the greatest range of marketplace offerings feasible through this process.

ACCGov recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Proposer's approach to managing upgrades, and technical staffing needs. ACCGov has a strong preference toward a Software as a Service (SaaS) deployment model, but also recognizes that the scope of this opportunity may result in the award to two or more proposers to address all functionality and ACCGov wishes to evaluate the greatest range of available solutions in the market including those that may be locally hosted by ACCGov. As such, ACCGov is open to considering all deployment models in light of the breadth of functionality and available solutions in the marketplace to address those functional areas. ACCGov will consider, in no particular order, the following deployment models:

- a. On Premise (locally hosted at ACCGov, perpetual licenses)
- b. Software as a Service (SaaS or subscription-based models)
- c. Proposer hosted (hosted and managed by the Proposer, perpetual licenses)

Cost sheets have been provided under **Attachment C1 – Cost Worksheets** for pricing each of the deployment models.

This solicitation is not a bid process nor will it follow a lowest-priced responsive Proposal process, but will be based on most advantageous Proposal(s) utilizing the Evaluation Criteria listed in the RFP, including the review of life cycle costs (i.e., recurring costs, hardware, third-party licenses, etc.).

In developing proposals, Proposer's shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. In the event two or more products are proposed under the same proposal (e.g., through a partnership or offered by the same company) the Proposer shall clearly indicate in both the technical proposal (Attachment A, Tab 2) and cost proposal (Attachment C1) the deployment model for each proposed software product.

ACCGov does not have a preference as to a specific hosting location, but does have a requirement toward the hosting being within the contiguous United States. Vendors are requested to specify the hosting location in proposal responses, specifically as part of Tab 8 to proposal responses (please see Attachment A for further instruction).

Number of Users

The following user counts by module contained in the table below are estimates and are provided for planning purposes only. The number of users represents the **anticipated future number of users of a new system**.

- Departmental (Core/Power) Users: This category of users includes those ACCGov staff that will interact with the system modules on a regular basis, and conduct core business processes within the system as power users.
- Mobile/Field Users: This category of users includes those ACCGov staff that will interact with the system modules while in the field or away from their desks. Such examples include, but are not limited to inspectors, public works, etc.

- Read-Only Users: This category of users includes those ACCGov staff that will interact with the system module largely in a view/read-only capacity and would not be entering transactions.

Number of Users

Functional Area	Anticipated Core (SME) Users
Number of Users	30
	It is anticipated that some users will use multiple modules, causing overlap in each functional area. ACCGov anticipates that in total, there will be: <ul style="list-style-type: none"> • Approximately 30 Core/SME users for all modules

Potential Phasing and Target Live Dates

ACCGov requests that offerors provide potential phase start and target go-live dates in proposal responses per **Attachment A – Proposal Response Forms**, Tab 5. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are subject to negotiation. ACCGov anticipates that implementation activities would begin in July 2024. ACCGov would like to target July 2025 as a potential go-live date for all modules. ACCGov follows a July 1 – June 30 fiscal year.

Current Applications Environment

ACCGov currently uses the HTE system, version 9.1.21.2.0 from CentralSquare for UB functionality. This system is hosted on-site, and the latest version was installed in September 2021. The host system is an IBM® iSeries 9009, running OS400 v7r4.

Current UB Functions

Current UB Functions			
1	Water, Wastewater, and Solid Waste Billing	3	Cashiering and Payments
2	Field Service Orders	4	Water and Wastewater Reporting

Other Major Applications

ACCGov also uses a wide variety of applications to provide capability and functionality in specialized areas. Many of these applications are listed in the Table below. **Identification of any potential future system interfaces is provided in Attachment B to this RFP.**

Additional Software Applications

Additional Software Applications		
No.	Application	Use/Summary
1	Arcview GIS	Geographic information system software used to research property impervious area review
2	Arista	Bill printing and mail services vendor providing fulfillment of customer bills and producing PDF versions of customer bills
3	Cityworks	Meter Management and Water Treatment Plan

Additional Software Applications		
No.	Application	Use/Summary
4	Clariti	Permit management process software used to research permitted use and property history
5	Click2Gov	Portal to Paymentus and water usage reporting
6	Icon Software LandRecords	Land records management software used to research property ownership history
7	Microsoft Productivity Applications: Access, Excel, and Outlook	Information tracking, email, etc.
8	N360	Meter reading software used by Meter Management to administer and store customer water consumption data
9	Paymentus	Customer bill payment portal and payment processing gateway
10	Samsara	Vehicle tracking, equipment monitoring, and video-based safety system, also used for imaging sewage system
11	Tyler Munis	ACC Enterprise Resource Planning (ERP) used for accounting functions
12	WaterSmart	Water consumption reporting used by customers to monitor consumption
13	XC2	SwiftComply [®] utility infrastructure management software

Project Management Documentation

The following information establishes the expectation of the minimum level of project management documentation to be provided by Proposers as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the selected Contractor(s) shall develop and provide ACCGov with the following items:

- Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:
 - Objectives
 - Deliverables and Milestones
 - Project Schedule
 - Resource Management Processes
 - Scope Management Processes
 - Schedule Management Processes
 - Risk Management Processes
 - Quality Management Approach
 - Communication Management Approach
 - Organizational Change Management Approach

- Status Reporting
- Data Conversion Plan
- Training Plan
- System Interface Plan
- Testing and Quality Assurance Plan
- Pre- and Post-Implementation Support Plan
- System Documentation
- Risk Register

Additional documentation about each Plan may be found in **Attachment A – Proposal Response Forms**, Tab 3, attached to this RFP.

Budget

ACCGov is committed to funding the one-time and recurring annual costs for the acquisition of the software (whether a licensed model or a subscription model is selected as a result of this process). ACCGov does not have an established budget in place for this project, but intends to use the proposals received through this process to inform the budget development process. ACCGov has performed initial, high-level estimations, for the acquisition of either an on-premise or cloud-based software solution including professional services and recurring maintenance/subscription costs. Recognizing the cost and payment differences between deployment models, a final budget will be programmed based on the results of this RFP and final contract negotiations.

ACCGov is sensitive to the total costs, and has listed cost as one of the several evaluation criteria in the RFP; however, this is not an opportunity to identify the lowest priced solution. This RFP opportunity is being presented as a best value solicitation, and not a lowest priced bid, opportunity.

Personnel

All of Contractor’s personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, ACCGov shall notify Contractor and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Contractor shall remove from the project and replace the Contractor’s personnel that ACCGov deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

Software Upgrades

ACCGov shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. Such upgrades shall be provided at no cost to ACCGov so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.

Performance Review

The Contractor may be required to meet with ACCGov’s Project Manager not less than once per quarter to conduct a performance review of the Contractor. These meetings will be either in person at ACCGov offices, or via teleconference or web-conference. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

11. INSURANCE.

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified below. The insurer shall be in good standing within the state of Georgia through the Insurance Commissioner’s Office and must be rated “A” or better, with AM Best Company.

- b. Before commencing work under the contract, the Contractor shall provide to Athens Clarke County, Attn: Purchasing Administrator, a Certificate of Insurance evidencing the required kinds and amounts of insurance. The minimum kinds and amounts of insurance shall be:
- i. Workers' Compensation – Contractors are required to comply with applicable Federal and Georgia State workers' compensation statutes. Policies covering Workers' Compensation liability shall provide coverage of statutory benefits and employers liability of at least \$1,000,000 each accident; at least \$1,000,000 each employee for disease and \$1,000,000 policy limit for disease.
 - ii. General Liability - \$2,000,000 aggregate; \$1,000,000 per occurrence; 50,000 fire damage; 5,000 medical expenses; 1,000,000 products completed operations; 1,000,000 personal and advertising injury or greater. Coverage should be on a per occurrence basis.
 - iii. Automobile Liability – Automobile liability insurance shall be written on the comprehensive form of policy – Combined single limit of at least \$1,000,000 to include Hired Autos and Non-owned Autos. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract.
 - iv. Excess Liability - \$1,000,000 on a per occurrence basis
 - v. Any bid exceeding \$50,000 requires a performance and payment bond in the amount of 100% of the contract. Bonds must be provided on the forms provided by the Owner. No deviation from the Owner's bond language will be accepted. These documents must be filled out completely and notarized with the appropriate power of attorney form attached. The bonding company must appear on the Federal register of approved companies. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 by the Audit Staff, Bureau of Government Financial Operations, U.S. Department of the Treasury. The surety shall have an underwriting limitation in Circular 570 in excess of the Contract Amount. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. If the surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, Contractor shall promptly notify Owner and Engineer and shall, within twenty days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of this Paragraph.
- c. The Certificate of Insurance evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting The Unified Government of Athens Clarke County's interest shall not be effective until 60 days after the insurer or the Contractor gives written notice to the Purchasing Administrator.
- d. The Certificate of Insurance shall reference the proposal and project name as evidencing this requirement.
- e. The Contractor shall insert the substance of this requirement, including this paragraph, in subcontracts under the contract that require work on The Unified Government of Athens-Clarke County property and shall require subcontractors to provide and maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Purchasing Administrator upon request."

- f. The following persons or entities are to be listed on the Contractor’s general liability policy of insurance as additional insureds:
 - i. Unified Government of Athens-Clarke County, Georgia
- h. Cyber Liability – If applicable to project and/or services, a minimum of \$5,000,000 limit. Additional coverage may be required per Safety and Risk assessment of data breach and/or sensitivity and volume of data, security, etc. Check with Safety and Risk as needed.

C. DEFINITIONS:

ADDENDA – Written instruments issued by ACCGov prior to the date for receipt of Proposals that modify or interpret the RFP documents by addition, deletions, clarification, or corrections.

ACCGov – The Unified Government of Athens-Clarke County.

ACCGov EVALUATION COMMITTEE – The team of ACCGov staff that will participate in the review, evaluation, and scoring of proposals and subsequent evaluation processes, including demonstrations and reference checks.

ACCGov PROJECT MANAGER – The person designated by ACCGov to be ACCGov Project Manager assigned to act on behalf of ACCGov during the term of the resulting Contract.

CONTRACT DOCUMENTS – The RFP, submitted Proposals, including any diagrams, Addenda, and a form of agreement between ACCGov and the Contractor, including all change orders, insurance certificates, exhibits, amendments, and attachments.

CONTRACTOR – The Contractor(s)/consultant(s) that may be awarded a contract to provide software system(s) and professional services to implement the UB System for ACCGov.

DAYS – Means calendar days unless otherwise specified.

PROJECT – The project to configure and implement the UB System for ACCGov as described in this RFP and in the Attachments hereto.

PROJECT SCOPE – Scope of services to be provided by the Contractor(s).

PROPOSAL – A complete and properly signed Proposal to provide goods, commodities, labor, or services for the sum stated and submitted in accordance with the RFP.

PROPOSER or VENDOR – The person, Contractor, corporation, partnership, or other entity submitting a Proposal on items listed in the RFP documents, and thereby agreeing to meet the specified Contract terms and conditions if awarded the contract.

SERVICES or WORK – All services to be performed by the Contractor to successfully complete the Project to the satisfaction of ACCGov.

SUBCONTRACTOR or SUBCONSULTANT – Any individual, corporation, company, or other entity that contracts to perform work or render services to a Contractor or to another subcontractor as part of this Contract with ACCGov.

UTILITY BILLING (UB) – Means the utility billing software system that is described in this RFP and in the Attachments hereto.

VENDOR – See “PROPOSER.”

SECTION IV - SELECTION PROCESS AND EVALUATION CRITERIA

Evaluation Process

The following subsection outlines the intended proposal evaluation process ACCGov has identified. ACCGov reserves the right to deviate from this process at its own discretion, and to (i) negotiate any and all elements of the RFP, (ii) amend, modify, or withdraw the RFP, (iii) revise any requirements under the RFP, (iv) require supplemental statements of information from any Proposer, (v) extend the deadline for submission of Proposals, (vi) cancel, in whole or part, this RFP if ACCGov deems it is in its best interest to do so, (vii) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP, (viii) award this project in whole or in part to a vendor other than the highest scoring vendor based on the determination of the best overall value and/or fit for ACCGov, and/or (ix) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer. ACCGov may exercise the foregoing rights at any time without notice and without liability to any Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

- a. **Vendor Shortlist:** ACCGov Evaluation Committee will initially review and evaluate each Proposal received to determine the Proposer's ability to meet the requirements of ACCGov. The evaluation criteria described in will be the basis for evaluation. The Evaluation Committee will determine the Proposers best suited to meet the needs of ACCGov based on the scoring of the evaluation criteria. These Vendors will form the Vendor Shortlist.
- b. **Vendor Demonstrations:** ACCGov, at its sole discretion, reserves the right to have system demonstrations with those Proposers on the Vendor Shortlist, or any other Proposer. Demonstrations may be conducted at ACCGov offices or via web conference, subject to then-current public health guidance. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations. A Pre-Demonstration Vendor Teleconference will take place for those Vendors that have been shortlisted, and Proposers will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Vendors that are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the Proposers. The proposed version of the software must be shown, and must not include any software that is under development or in beta testing. Evaluation Committee members will view the demonstrations, and additional ACCGov staff may also be in attendance to observe and provide informal feedback.
- c. **Reference Checks:** ACCGov may employ a process of contacting references provided through Proposers' proposals. This process may include teleconference meetings, web conferences, and in-person meetings with references. ACCGov reserves the right to conduct reference checks at any point in the evaluation process, and to contact other known users of the proposed system(s) beyond just those references provided.
- d. **Best and Final Offer and Request for Clarification:** A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of ACCGov. Such process may be initiated following the identification of the Vendor Shortlist or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in ACCGov's best interest.

Clarification and Discussion of Proposals

ACCGov may request clarifications and conduct discussions with any Proposer that submits a Proposal, including requesting additional information. ACCGov reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by ACCGov Evaluation Committee, which will best serve ACCGov business and operational requirements, considering the evaluation criteria set forth below. Proposers shall be available for a system demonstration to ACCGov staff on dates specified in [Table 02](#) or as otherwise requested by ACCGov if selected for system demonstrations. Failure of a Proposer to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. The initial evaluation may be adjusted because of a clarification under this section. ACCGov reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

Evaluation Criteria

As described in the preceding Evaluation process sub-section, ACCGov intends to follow a cumulative approach to scoring based on key evaluation activities (e.g., scoring is conducted in a progressive manner, following various steps in the process). ACCGov hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. Vendor proposals shall be evaluated in accordance with the following criteria, subject to variation at the sole discretion of ACCGov:

Short-List Identification: ACCGov intends to utilize the criteria presented in the Table below following the Evaluation Team's review of Proposals.

Short-List Identification Criteria

Criteria	Description	Points
Functionality	This criterion considers but is not limited to the following: <ul style="list-style-type: none">The vendor's written responses to the Functional and Technical Requirements for proposed functional areas and overall software solution.The ability for the proposed software to integrate with ACCGov systems environment.	35
Technical	This criterion considers but is not limited to the following: <ul style="list-style-type: none">Alignment of the proposed software to ACCGov's preferred technical specifications.The vendor's written response to each Potential Interface.The level of integration among proposed functional areas.	15
Approach	This criterion considers but is not limited to the following: <ul style="list-style-type: none">The described approach to implement an enterprise system to achieve ACCGov's goals and objectives.The alignment of the proposed implementation timeline to ACCGov's desired timeline.The distribution of implementation tasks among ACCGov and vendor teams.The proposed resources hours among ACCGov and vendor teams.	25

Criteria	Description	Points
	<ul style="list-style-type: none"> The vendor’s approach to key implementation tasks including but not limited to data conversion, testing, and training. The vendor’s planned ongoing support and maintenance services. 	
Vendor Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The vendor’s experience delivering the services requested in the RFP. The vendor’s experience with similar implementations for comparable organizations. The vendor’s experience deploying comparable interfaces to ACCGov’s related applications. 	20
Proposed Staff Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The experience of named staff delivering services requested in the RFP. The experience of named staff with similar implementations for comparable organizations. The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization. 	5

Finalists Identification: ACCGov intends to utilize the criteria presented in the Table below following the demonstrations by Short-List vendors.

Finalist Identification Criteria

Criteria	Description	Points
Functionality Demonstrated	This criterion considers new information learned through vendor demonstrations including but not limited to the demonstrated user interface and the alignment of demonstrated functionality with preferred business processes.	15
Technical Capabilities	This criterion considers new information learned through the Technical Discussion as part of vendor demonstrations as well as other sessions.	5
Approach Discussion	This criterion considers new information learned through the Implementation Approach Discussion as part of vendor demonstrations as well as other sessions.	5
Experience Discussion	This criterion considers new information learned through the Company Overview Discussion as part of vendor demonstrations as well as other sessions.	5

Preferred Vendor Identification: ACCGov intends to utilize the criteria presented in the Table below following the completion of reference checks and any site visit.

Preferred Vendor Identification Criteria

Criteria	Description	Points
Reference Feedback	This criterion considers the feedback received from references related to the vendor’s performance in the implementation including meeting project objectives and timelines, as well as the knowledge, skills, and experience of implementation staff; capabilities of the software; and ongoing vendor performance with support and maintenance.	20
Comparable References	This criterion considers the relevance of references related to organization size and location, structure of the organization, entity type (e.g., City/town/village), comparable scope, similar software version, and deployment model.	10

Cost Point Allocation: ACCGov will evaluate cost proposals based upon this criteria. Cost points will be applied at the timing in the evaluation process as may determined by the Evaluation Team. ACCGov reserves the right to review cost proposals at any stage in the process to ensure pricing is within internal budget planning ranges. Cost points may be refined or replaced in the event of a subsequent Request for Clarification or Request for Best and Final Offer (BAFO).

Cost Point Criteria

Criteria	Description	Points
Cost	<p>This criterion considers, as applicable, the price of the software licensing, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Proposers will be evaluated on their pricing scheme, as well as on their price in comparison to the other proposers.</p> <p>In evaluating cost, ACCGov may evaluate on a fully loaded ten year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase and implementation costs; ongoing support and service costs; hardware costs; and associated hardware support costs. ACCGov reserves the right to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings, and may rely on the Proposer’s resource estimates as a basis for their calculations.</p>	40

SECTION V – PROPOSAL FORMS

A: PROPOSAL FORM

Proposal of _____

(Hereinafter called "Offeror"), organized and existing under the laws of the State of

_____, *doing business as* _____*.

In compliance with your RFP, the Offeror hereby proposes and agrees to perform and furnish all work for the requirement known as **RFP # RFP # 24028 Request for Proposals for Software and Implementation Services for a Utility Billing (UB) Software Systems Environment** in strict accordance with the Proposal Documents, within the time set forth therein, and at the price proposed.

By submission of this Proposal, the Offeror certifies, and in the case of a joint Offer, each party thereto certifies as to its own organization that:

1. The Offeror has examined and carefully studied the Proposal Documents and the Addenda, receipt of all of which is hereby acknowledged at Section V-B.
2. The Offeror agrees that this proposal may not be revoked or withdrawn after the time set for the opening of proposals but shall remain open for acceptance for a period of sixty (60) days following such time.

Company:			
Contact:			
Address:			
Phone:		Fax	
Email:			

By checking this box, I acknowledge that I have read all insurance requirements and will meet requirements listed in RFP # 24028 Request for Proposals for Software and Implementation Services for a Utility Billing (UB) Software Systems Environment if awarded.

Authorized Representative/Title <i>(print or type)</i>	Authorized Representative <i>(Signature)</i>	Date
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SECTION V – PROPOSAL FORMS



B: GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT

The Unified Government of Athens-Clarke County and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, Athens-Clarke County shall be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVIT ON FOLLOWING PAGE

SECTION V – PROPOSAL FORMS



C: CONTRACTOR AFFIDAVIT & AGREEMENT UNDER O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Unified Government of Athens-Clarke County, Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the provisions and deadlines established in O.C.G.A. § 13-10-91, as amended.

Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization Company Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: The Unified Government of Athens-Clarke County

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 202__ in _____.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
____ DAY OF _____, 202__

Notary Public
My Commission Expires: _____

SECTION VI – OPTIONAL FORMS

A. BID LIST APPLICATION

We would like for this form to be turned in a minimum of four (4) days prior to bid

If you have an **ACCGov Vendor Number** please include it on the sealed envelope or container.

If you do not know your **ACCGov Vendor Number**, please call **706-613-3088** or email: vendor@accgov.com

If you **DO NOT HAVE** an **ACCGov Vendor Number**, please fill out the bidder's list application attached below.



Bid List Application
Revised 2-28-2018.p

MANDATORY PROPOSAL FORMS (SECTION V) Offeror must complete, execute and include with the proposal the following mandatory documents:

- A. Georgia Security & Immigration Compliance (GSIC) Act Affidavit
- B. Schedule of Services/Supplies and Price Proposal **(Must be submitted separately in a sealed envelope)**

OPTIONAL FORMS (SECTION VI)

- A. Bidder's List Application

Exhibit A

What Your Business Needs to Know about Georgia's E-Verify Requirements

(Effective July 1, 2013)

E-Verify Contractor Requirements

Georgia law, **O.C.G.A. § 13-10-91**, requires **all businesses** that contract with a public employer for **labor or services** by bid or by contract in which the labor or services **exceed \$2499.99** to sign an affidavit attesting that they are registered for and use E-Verify **unless** 1) the contractor has **no employees** (in which case they must present an approved state issued identification card/drivers' license from an approved state as provided on the [Attorney General's website](#)) or, 2) the contract is with an individual licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and that individual is performing that service. Anyone your business subcontracts with for labor and services, as well as the subcontractors of your subcontractors, in furtherance of that contract is also subject to this requirement. E-Verify Contractor, Subcontractor, and Sub-Subcontractor affidavits can be found [here](#).

E-Verify Private Employer Requirements

Georgia law, **O.C.G.A. § 36-60-6**, requires all businesses, **with more than 10 employees** that are seeking an occupation tax certificate/business license or other document required to operate a business with a county or city to sign an affidavit attesting that they are registered for and use E-Verify. Businesses with **10 or fewer employees** are required to sign an affidavit attesting that they are exempt from this requirement. Once a business has provided this affidavit to the county, all subsequent renewals can be provided with the submission of the E-Verify number, as long as it is the same number as provided on the affidavit, or assertion that your business is exempt. The county will provide the format in which renewal information is collected. E-Verify Private Employer and Exemption Affidavits can be found [here](#).

What Is E-Verify?

E-Verify is a federal Web-based system that electronically verifies the employment eligibility of newly hired employees. It works by allowing participating employers to electronically compare employee information taken from the I-9 Form (the paper-based employee eligibility verification form used for all new hires) against records in the Social Security Administration's database and the records in the Department of Homeland Security immigration databases.

Where Do I Find My E-Verify Number?

The Human Resources Department for your business should have that information, if you have registered. The E-Verify number, which consists of four to six numerical characters, is located directly below the E-Verify logo on the first page of the memorandum of understanding (MOU) entered into between your business and the Department of Homeland Security (DHS) to use E-Verify.

What if I cannot locate or do not have access to my MOU?

If the HR director/program administrator for E-Verify from your business has taken the E-Verify tutorial, you may obtain your company ID number by: 1) Logging in to E-Verify with your assigned user ID and password; 2) From 'My Company,' select 'Edit Company Profile;' 3) The Company Information page will display the company ID number. If your HR director/program administrator has not completed the tutorial, you must contact E-Verify Customer Support at 888-464-4218 or at E-Verify@dhs.gov for assistance.

Is the Federal Tax Identification Number/Employer Identification Number (EIN) the same as the E-Verify Number?

No. While you will be required to provide the Federal Tax Identification Number/EIN for your business to DHS in order to register for E-Verify, a separate number, which consists of four to six numerical characters, will be provided as the E-Verify number for your business by DHS, which will be located on the MOU.

How Do I Register for E-Verify? To register for E-Verify, please visit the [DHS website](#). If you need assistance in completing the registration process or need additional information relating to E-Verify, call their customer service number at 1-888-464-4218, email them at E-Verify@dhs.gov or visit their website at <http://www.dhs.gov/e-verify>.