



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO
406 Justice Drive, Lebanon, Ohio 45036
www.co.warren.oh.us
commissioners@co.warren.oh.us

Telephone (513) 695-1250
Facsimile (513) 695-2054

SHANNON JONES
DAVID G. YOUNG
TOM GROSSMANN

23-1357

October 17, 2023

APPROVE AN AMENDMENT TO THE SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES INC. FOR UTILITY BILLING SOFTWARE FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution #22-1402, adopted September 27, 2022, the Board approved the issuance of a request for proposals for the procurement of Utility Billing Software; and

WHEREAS, pursuant to Resolution #23-0338, adopted March 21, 2023, the Board authorized the Water and Sewer Department to enter into negotiations with Tyler Technologies, Inc. for the procurement of Utility Billing Software; and

WHEREAS, pursuant to Resolution #23-0950, adopted on July 25, 2023, this Board entered into a Service Agreement with Tyler Technologies, Inc. for governmental accounting, management, and administration software; and

WHEREAS, the Water and Sewer Department seeks to amend the agreement to include the development and implementation of utility billing software; and

NOW THEREFORE BE IT RESOLVED, to approve an amendment to the Services Agreement with Tyler Technologies Inc. to include utility billing software for the Water and Sewer Department; as attached hereto and made part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 17th day of October 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cgb

cc: Tyler Technologies
Water/Sewer (file)
Information Technology (file)



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TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

AUTHORIZE THE WATER AND SEWER DEPARTMENT TO ENTER INTO CONTRACT NEGOTIATIONS WITH TYLER TECHNOLOGIES, INC. FOR THE PURCHASE OF UTILITY BILLING SOFTWARE SYSTEM FOR THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution 22-1422, adopted September 27, 2022, the Warren County Board of County Commissioners approved the issuance of a request for proposals to interested firms for the procurement of Utility Billing software; and

WHEREAS, the Commissioner appointed evaluation committee has reviewed the proposals and conducted post-proposal interviews of the three top ranked firms to allow the firms an opportunity to clarify and respond to questions, and upon further discussions has reached consensus regarding the ranking of the proposals based on best value with the rankings as shown in the below table; and

CATEGORY	POSSIBLE POINTS	Tyler Technologies	NorthStar	inHance
Utility Billing System Cost	20	13.94	11.57	12.53
Requirement & Questionnaire Responses	65	60.06	63.50	61.05
Demonstration & Interview	15	14	11.5	6.55
TOTAL	100	88.00	86.57	80.13

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners accept the evaluation and rankings of the three top ranked firms and further authorize the Water and Sewer Department to enter into contract negotiations with the best valued firm, Tyler Technologies, Inc.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 21st day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Water/Sewer (file)
Bid File
Project File

Vendor Qualifications Overview

The County intends to evaluate each offeror's qualifications as part of the overall evaluation process. As a result, please provide the following information:

Company Name: _____

Parent Company Name (If applicable): _____

Years in Business: _____

Number of Employees	
Administration	
Marketing	
Software Support	
Software Development	
Installation / Training	
Other	

Utility Billing Software (Installations Similar to One Being Proposed)	
Number of Years on Market	
Total Installations	
Total County Installations	
Total Ohio County Installations	
Cloud or On-Premise	

The County seeks a meaningful, substantive, and long-term relationship with the selected software provider and realizes that a vital resource will be the vendor's staff members. Please provide biographies of key staff members, including the company's president, financial division managers, and any staff members who will be involved in the Warren County project. Include key facts about each person, such as length of employment with the vendor, job responsibilities, certifications held, and past experience with Ohio governments.

In addition, please provide:

- The most recent audited financial statements of the company
- A list of all current customers
- A list of notable company awards or certifications

Software and Implementation Services Reference Form

Please provide at least five (5) references for the software that most closely reflects similar projects to Warren County's scope of work which have been completed within the past three (3) years. These references should be sites at which the software has been **FULLY IMPLEMENTED** and is "Live". Please use the following format in submitting references.

General Background

Name of Government & Agency:	Phone:
Address:	Email:
Customer Project Manager:	Title:
Service Dates:	Software Program/Version:
Summary of Project:	
Operating Budget:	Number of Employees:

Project Scope

Conversion (Yes/No):	
Database Platform that Data Was Converted From:	
Training (Yes/No):	How many employees trained?:
Duration of Training Period (time between date of first class and last class)?:	

Duration of Implementation Period?

Date from which you began implementing, installing, and training to when the system was fully implemented, installed, and all applicable staff trained; i.e. the *Go Live* date

Technology Implemented

Hardware Platform:
Database Platform:
Operating System:

If there is other pertinent information about this project that you would like to share, please attach additional pages.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know this signature, and his signature thereto is genuine, and that said bond was duly signed, sealed and attested to for and in behalf of said corporation by authority of its governing body.

Signature

(Corporate Seal)

Title

CIVIL RIGHTS COMPLIANCE CERTIFICATE

Vendor agrees that in the performance of the agreement to provide a Utility Billing System and Implementation Services for Warren County, Ohio, there shall be no discrimination against an employee because of race, color, sex, religion, national origin, or any other factor as specified in the Civil Rights Act of 1964 and subsequent amendments.

Name of Company

Signature of Representative of Vendor

Date

**SECTION 00 30 40
FINDINGS FOR RECOVERY AFFIDAVIT**

STATE OF _____

COUNTY OF _____, SS:

_____, upon being duly cautioned and sworn, hereby states the following based on personal knowledge:

- 1) That he/she is _____ (title), of _____ (name of bidder) and authorized to execute this affidavit; and,
- 2) That _____ (name of bidder) is not a person or entity against whom a finding for recovery has been issued by the Auditor of State, which finding for recovery is unresolved as defined in Ohio Revised Code [General Provisions] Section 9.24 (B); and,
- 3) That _____ (name of bidder) does not appear in the database of unresolved findings of recovery maintained by the Auditor of State pursuant to Ohio Revised Code [General Provisions] Section 9.24 (D).

Affiant

Sworn to and subscribed in my presence this _____ day of _____, 2020.

Notary Public

My Commission expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ }
 COUNTY OF _____ } SS:

_____, being first duly sworn, deposes and says that:
(Name)

1. He/she is _____ of _____, the Offeror that has submitted
(Owner, Partner, Officer, Representative, Agent) (Name of Firm)
 the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted, or to refrain from making a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Offeror, firm, or person to fix the price or prices in the attached Proposal, or of any other Offeror, or to fix any overhead, profit, or cost element of the Proposal price or Proposal price of any other Offeror, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the Board of County Commissioners of Warren County, Ohio or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this Affidavit.

 Signature

 Title

Subscribed and sworn before me this _____ day of _____, 2022.

 Notary Public

My commission expires _____

AFFIDAVIT OF NON COLLUSION

STATE OF _____
COUNTY OF _____

I, _____, holding the title and position of _____ at the firm _____, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

AFFIANT

Subscribed and sworn to before me this _____ day of _____ 20 _____

(Notary Public),

_____ County.

My commission expires _____ 20 _____

AFFIDAVIT IN COMPLIANCE WITH SECTION 5719.042 OF THE OHIO REVISED CODE

STATE OF _____ }
COUNTY OF _____ } SS:

Personally appeared before me the undersigned, an offeror of a competitive sealed proposal by _____, for the Utility Billing System Software and Implementation Services Contract with Warren County, Ohio, (Name of Firm)

who, being duly cautioned and sworn makes the following statement with respect to the personal property taxes on the general tax list of personal property of Warren County, Ohio:

- 1. That the undersigned at the time of making this bid on the aforementioned contract was not charged with any delinquent personal property taxes on the general tax list of personal property of Warren County.
2. That this statement is made in compliance with Section 5719.042 to be incorporated into the contract between the parties as provided in that section of the Ohio Revised Code.

Signature

Title

Subscribed and sworn before me this _____ day of _____, 2022.

Notary Public

My commission expires _____

Request for Proposal: Utility Billing System – Warren County Water & Sewer Department: Software and Implementation Services

Inquiry Period Question & Answer Addendum 2 -10/27/2022

Question 1:

- *Since multiple {of our} business units will be submitting a bid, can {we} submit a single bid bond for all business units that will bid or does each {of our} divisions need to submit their own unique bid bond?*

Response to Question 1:

- The bond requirement has been removed per Addendum 1.
-

Question 2:

- *We partner with several industry-leading payment providers. Is the county open to considering a new payment provider?*

Response to Question 2:

- You are welcome to mention and give details about any payment provider partners as part of your proposal.
-

Question 3:

- *Are five references sufficient for the existing accounts requirement in the RFP? Our client roster is proprietary information. Would Warren County be willing to sign a Non-Disclosure Agreement related to the confidentiality of our customer roster?*

Response to Question 3:

- Warren County is not entering into a Non-Disclosure agreement on RFP submittals. These are public record. If the submitter cannot supply everything requested as part of the proposal package, please list it as an exception.
-

Question 4: (Regarding requirement code BF-9: System requires payment when backflow test results are entered.)

- *Who would be entering the backflow test results and who would be required to make a payment at this time? Can you describe this scenario in more detail?*

Response to Question 4:

- The County's existing backflow device tracking program that was developed by the County allows only County employees to enter data and process payments. With several thousand devices being tracked this process has become inefficient and unmanageable. Therefore, any new program will need to allow certified backflow testers to enter both test data and payments.
-

Question 5: (Regarding requirement code BF-10: If system cannot require immediate payment when backflow test results are entered, can UBS automatically apply testing fee to customer's billing account?)

- *When should the testing fee be applied to the account?*

Response to Question 5:

- Ideally, backflow processing fees will be paid when test results are submitted, however it may be acceptable if a program allows the user a choice of paying the fees or applying them to an existing customer account.
-

Question 6: (Regarding requirement code BF-8: System allows current account number to be incorporated within the system)

- *Can you provide an example of a current account number?*

Response to Question 6:

- Please see addendum 1 for account information and examples.
-

Question 7: (Regarding requirement code BF-11: System allows multiple workflows for approval based on criteria and parameters set by department)

- *Can you provide an example of an approval workflow related to billing?*

Response to Question 7:

- Example: An adjustment needs to be done on someone's bill. Depending on the type of adjustment, there may be various members of management that need to approve the adjustment. The system would ideally have some sort of workflow set up for routing those approvals according to adjustment type and obtaining them electronically based on the user.
-

Question 8: (Regarding requirement code GEN-3: System should flag accounts that have had a readout in the last 6 months)

- *What is a readout?*

Response to Question 8:

- A read out is a service transfer from one customer to another.
-

Question 9: (Regarding requirement code TD-2: Include audit trail management documentation in technical system documentation.)

- *What is expected of the audit trail management documentation?*

Response to Question 9:

- Explain how users can access the audit trail on any field (e.g. a history of all changes made, who made the changes, what time the changes were made, and a way to see what the value was before and after the change was made).
- Any other background information on how the system maintains an audit trail.

Question 10:

- *Can the County provision the use of Firefox, Chrome, and/or Safari on the workstations/laptops/tablets (understanding the operating system of the machine is not necessary)?*

Response to Question 10:

- As stated in the RFP, Microsoft Edge is the standard web browser and we are running Windows 10 or above.
-

Question 11:

- *The City's existing servers are Microsoft SQL, and therefore the County has requested an SQL based solution. If a SaaS/Hosted solution is proposed with all requested integrations, and the existing County servers are not needed for the solution (hosted in the cloud), a Microsoft SQL based solution would be inconsequential, correct?*

Response to Question 11:

- Please see Addendum 1, response 24.
-

Question 12:

- *Is the request for an online web portal, email & text alerts, and online bill pay beyond the capability of the County's existing account search website?*

Response to Question 12:

- Yes.
-

Question 13:

- *What is the function of the County's existing account search website?*

Response to Question 13:

- See addendum 1, response 17.
-

Question 14:

- Many of the County's requirements (County owned SQL servers, Onsite Application Support, and County can provide remote access to the system for service) lean toward an on-premises implementation. How open is the County to a SaaS/Hosted solution?

Response to Question 14:

- See addendum 1, response 5.
-

Request for Proposal: Utility Billing System – Warren County Water & Sewer Department: Software and Implementation Services

Inquiry Period Question & Answer Addendum 1 -10/21/2022

Question 1: Various Proposal Bond Related Inquiries

- *Would the County be willing to substitute the bond requirement for this procurement and instead accept a retainage percentage? Bonding for software projects is extremely rare – to the point that we have never had the requirement in our 300 engagements with local government agencies.*
- *Is it Mandatory to Pay the 5% Bond of the amount of proposal?*
- *We do not typically provide payments or bonding for submitting proposals as the time, effort, expense and risk of preparing a proposal is quite significant by itself and one that we take on 100%. To this end, is there anyway to remove this requirement from your RFP or our proposal submittal? If not, we may choose to not respond at this time.*
- *Would Warren County consider eliminating the bid bond? Bid bonds are not standard in the industry and we typically do not respond to RFP's where a bid bond is required.*
- *Section 1.6 Proposal bond requirement. Recent public sector solicitations for cloud solutions have moved from bond requirements to more software project-specific and cost-effective implementation/payment requirements that achieve the same purpose, including fixed fee, deliverable-based implementation methodologies. Would the County accept these or other alternatives instead of the bond requirements?*
- *In the current procurement economy purchasing departments tend to use Bid Bonds as instruments for assuring desired outcomes primarily for construction projects. IT related projects and services, on the contrary, rarely involve the use of Bid Bonds. In keeping with standard purchasing practices, we recommend a simple alternative which does not have the deterrent effect of preventing potential bidders from participation in a procurement like the present opportunity. In fact, IT departments have for years commonly practiced requiring that some percentage (e.g., 10%) of the project total is held as 'retainage' until the client is satisfied with the product and services - after which point the remainder is released to the vendor as a final payment.*
- *Article 1.6 – Proposal Bond – In order to address the comfort level of the County, we are able to submit a bid bond according to the terms of Article 1.6; however, please confirm that should we do so, all bidders will be held to the same standard and the governing requirement of the bid bond will be applied equally to all respondents and that no respondent will be granted an exemption or special consideration.*

Response to Question 1:

- The County will waive the Proposal Bond requirements for this RFP. Offerors can strike section 1.6 of the RFP document.

Question 2 (Questions Regarding Costs for current system and proposed):

- *Currently, how much the County is spending Annually on the “Utility Billing System”?*
- *What is the budget range for the current project’s implementation cost and annual cost?*

Response to Question 2:

- The current Utility Billing System was written in house decades ago. The costs of this system are not easy to determine as there are no direct costs paid to a vendor for maintenance, but some costs are incurred from County IT staff upkeep and maintenance.
 - The County has sufficient funds available for the project, but has not established a budget at this time.
-

Question 3:

- *How would you like vendors to include optional costs?*

Response to Question 3:

- Enter them into section 4 of the cost form (you can put “Optional” in the description).
 - Offerors are welcome to supply addition information explaining what they entered into the cost form
-

Question 4:

- *Approximately when the County is planning to go live with the new system?*

Response to Question 4:

- January 1, 2024 or within 1 year of signing contract.
-

Question 5 (Multiple Cloud/Hosted vs On-premise Questions):

- *Is County looking for a cloud-based system? Does the City want to host the proposed system on its hardware or host an on-premise platform?*
- *Can you confirm Warren County is looking for a cloud based solution?*
- *Is Warren County looking for the prospective vendor to provide a fully managed solution (hosted, software updates installed) with a complete Service Level Agreement?*

Response to Question 5:

- No preference. Vendors are welcome to submit two separate offers for both a cloud based solution and an on-premise solution.

Question 6:

- *Is the County looking for a Mobile app for customers?*

Response to Question 6:

- This is not an absolute requirement, but Offerors are welcome to include any mobile functionality in their bids.
-

Question 7:

- *Provide us with the number of customers that will access the customer portal.*

Response to Question 7:

- We have no way of knowing how many customer will want to utilize a customer portal. However, Vendors should utilize the stats listed in section 2.2 to get an idea of how many customers the County currently has (keeping in mind that likely only a fraction of those customers are going to utilize any customer portal functionality).
-

Question 8:

- *Provide us with the number of employees who will use the new platform. Provide us a list with no of admins, end-users, and others*

Response to Question 8:

- See RFP section 3.7 for staff counts per usage type. This could overlap depending on what all is offered in the proposed system.
 - Without knowing what admin functionality exists in the proposed system, it is hard to estimate how many of these will be considered admins.
-

Question 9:

- *Provide us a list of all external systems that the proposed system will be interfaced with. Provide us with the technical platforms like OS, databases, etc.*

Response to Question 9:

- Answer: See RFP section 3.2
-

Question 10:

- *In the table below, does this represent a total number of accounts of 33,000 and some accounts have multiple commodities (water, sewer, etc), or is the total number of accounts different?*
- *Also, for the total number of accounts what is the breakdown of Residential, Commercial & Industrial?*

Type	Count
Water Accounts	33,000
Sewer Accounts	26,000
Backflow Devices	7,000
Storm Water Accounts	11,500
Trash Accounts	2,800
Districts	17

Response to Question 10:

- We bill approximately 40k total accounts. Residential – 37,165; Commercial – 583; Sprinkler/Irrigation – 1,326; Fire - 175
-

Question 11:

- *Whether companies from Outside USA can apply for this? (like, from India or Canada)*

Response to Question 11:

- There is no requirement listed in the RFP for the Vendor to be based in the USA.
-

Question 12:

- *Whether we need to come over there for meetings?*

Response to Question 12:

- Demos can be conducted remotely.
-

Question 13:

- *Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)*

Response to Question 13:

- There is no requirement listed in the RFP for the Vendor to be based in the USA or complete RFP related tasks in the USA.
-

Question 14:

- *Can we submit the proposals via email?*
- *For environmental considerations, would the county consider accepting an emailed, electronic submission in lieu of sending paper copies?*

Response to Question 14:

- No, please see section 4.0 of the RFP document for submission instructions.

Question 15:

- *Can you please tell me if there is any construction, wiring involved in this project, or is it mainly software?*

Response to Question 15:

- This is mainly software.
-

Question 16:

- *The County has some needs listed where we realistically would not be a great fit, and I wouldn't want to waste your team's time when there are alternative solutions out there that might be closer to what you need.*

Response to Question 16:

- This is not so much a question, but we would like to respond to this in saying that we strongly encourage vendors to submit a proposal even if they have exceptions to what is mentioned in the RFP or cannot provide a solution that covers every functionality requested or suggested in any of the documents.
-

Question 17 (Two Questions Regarding Our Current Website):

- *Web Portal. I saw that residents can pay a bill via Doxo.com but do residents have any web portal capabilities now?*
- *What is the "Current account search website"? Can you please elaborate on the functionality it provides to staff and customers?*

Response to Question 17:

- There is a warning on our website stating "Doxo.com is not affiliated with Warren County Water & Sewer."
 - Users can look up accounts by account number, customer name, or customer billing address. Users can check their balance, due date, and billing history. Users can also pay their bill through our website (NOT DOXO) or sign up for email alerts.
 - <https://www.co.warren.oh.us/Water/Account/billpay.aspx>
-

Question 18:

- *For the Badger/Beacon system. What percentage of your meters are AMI?*

Response to Question 18:

- The County has not implemented an Automated/Advanced Metering Infrastructure (AMI) system that can send and receive information to the meters. Instead, the county currently uses an Automated Meter Reading (AMR) system where readings are collected using handheld meter reading devices or mobile collectors mounted in County vehicles. The County periodically reviews its meter technology and may elect to migrate to an AMI system in the future.
- All meters are drive by AMR except for approximately 30 accounts that are read manually.

Question 19 (Two Questions Regarding Account Numbers and How They Are Associated):

- *For the various entities that you bill, are they housed in a single database with something to indicate which village or town they are associated with?*
- *Provide details on how your current account numbers are structured*

Response to Question 19:

- The billing system database contains information that is tied to our account numbers. The 14 digit account number contains information regarding the meter and the customer. The first seven digits contain information on the meter including District, Sub-District, and meter number is broken down in the following example:

Account No.: 0219325 - 1171227

First two digits identify District
 Next two digits meter reading Book/Route
 Next three digits identify meter

Example: 02 - Lebanon District
 Example: 19 - Meter Reading Book/Route
 Example: 325 - Meter 325 in the Book/Route

The next seven digits contain information regarding when then account was registered with the customer as follows:

Next one digit – Placeholder (Always 1 or 0)
 Next two digits – Year customer started account
 Next two digits – Month customer started account
 Last two digits – Day customer started account

Example: 1
 Example: 17 – Account started in 2017
 Example: 12 – Account stated in December
 Example: 27 – Account started on 27th day.

- We may be able to export the data files from the current system if you need an example. If you would like an export of our data, please contact Joshua.miller@co.warren.oh.us .

Question 20:

- *For Work Order, Asset Management, and Inventory has Warren County considered implementing these with Tyler and integrating these with the CIS versus having them separate. The reason I asked this was Inventory is quite often associated with Purchasing, and Asset Management/Work Orders are tied to more than Service Orders. For example construction projects that require internal and external resources.*

Response to Question 20:

- The County would be open to any solutions that fulfill the needs outlined in the RFP documentation.

Question 21:

- *Who are you considering for billing systems?*

Response to Question 21:

- Everyone who submits a response per the instruction outlined in this RFP.

Question 22:

- *What are the top priorities for Warren County in your evaluation of systems?*

Response to Question 22:

- Section 5.1 of the RFP details what categories the County will evaluate by and what weight each of those categories carries.
-

Question 23:

- *Could InvoiceCloud, an Electronic Bill Presenter and Processor, introduce Warren County to some of our many billing system partners for the RFP?*

Response to Question 23:

- You are welcome to mention and give details about any billing system partners you like in your proposal.
-

Question 24:

- *Noticed a requirement for Microsoft SQL. If we offer a cloud-native SaaS solution with comprehensive APIs and reporting tools, is Microsoft SQL required as the database, or are other databases available?*

Response to Question 24

- The County may be open to other options in this regard for Hosted/Cloud offers only.
-

Question 25:

- *Requirement for Data Conversion states from 1/1/2018. Would the County consider that vendors convert three years and archive the remaining? Archived data is unlimited and can be accessed (read-only) and reported on.*

Response to Question 25:

- The County would need a lot more information on what is meant by “Archived data” in the context of their proposal. Generally speaking, we would consider it.
-

Question 26:

- *Does the CIS need to integrate with Onbase if there are native document management capabilities in the CIS?*

Response to Question 26:

- The County is open to either having the system...
 - Have its own document management capabilities.
 - Integrate with OnBase.
 - Continue to use OnBase without a direct integration.

Question 27:

- *How many Mobile Field Service users are required? Please break them out between:*
 - *Full Users – are Field Technicians, Dispatchers, or anybody else with "write" access*
 - *Light Users - are users with "Read Only" access - typically Management to view reports & data.*

Response to Question 27:

- **FULL Users:** The County has a staff of approximately 16 field technicians (meter readers, customer service technicians, and water distribution workers) that will utilize the mobile service as they complete service orders (pick up readings, check for leaks, shutoff/turn on services, pickup final readings, etc). In addition, the County has approximately 9 office staff that will create, issue, and edit service orders for field technicians to complete.
 - **READ ONLY Users:** The County has approximately 7 administrative staff members that will utilize "Read Only" access.
-

Question 28:

- *We noticed the County released an earlier RFP for Asset Management. Have you decided on that? If so, can you let us know who the vendor is?*
- *Does the County want Asset Management to be included in the RFP Response as optional if the decision hasn't been made?*

Response to Question 28:

- A selection has not been made. The County received six submittals and is evaluating the proposals. The County remains interested in asset management solutions that are compatible or can be integrated into the utility billing software.

Question 29 (Two Questions Regarding Rates):

- Can the County provide a sample of rates using meter reading imports and rates for Communities?
- Please provide details on all of the different districts and rates.

Response to Question 29:

2022 Water and Sewer Rates

Warren County:

<u>Usage</u>	<u>Water</u>	<u>Sewer</u>
0-6000 gallons	Min: \$27.36	Min: \$28.02
All over 6000 gallons	\$4.56/1000 gallons	\$4.67/1000 gallons

Sanitary Sewer Only: \$65.38/bi-monthly
 Sprinkler Meter Maintenance Fee: \$5.00/bi-monthly

Morrow:

<u>Usage</u>	<u>Water</u>
0-6000 gallons	Min: \$36.00
All over 6000 gallons	\$6.00/1000 gallons

*\$10.00/Replacement & Improvement Fee

No turn-ons after 4:00 pm for customers provided service by the Village of Morrow.
 For questions regarding water or trash service in the Village of Morrow, please call 513-899-2821.

Hamilton County (MSD):

<u>Usage</u>	<u>Sewer</u>
0-4500 gallons	Min: \$78.23
4,501-74,800 gallons	\$7.86/1000 gallons
All over 74,800 gallons	\$6.28/1000 gallons

Winter billing cap determined using the bi-monthly consumption billed in February, and this shall become the maximum billing usage for the ensuing year.

Montgomery County:

<u>Usage</u>	<u>Sewer</u>
0-6000 gallons	Min: \$41.48
All over 6000 gallons	\$6.91/1000 gallons
	\$23.57 fixed charge/60 days

For sod adjustments, please contact Montgomery County at (937) 781-2688.

South Lebanon:

<u>Usage</u>	<u>Sewer</u>
0-6000 gallons	Min: \$75.00
All over 6000 gallons	\$2.78/1000 gallons

No winter billing cap has been established for customers provided sewer service by the City of South Lebanon. For questions regarding sewer or trash service, please call 513-494-2296.

Trash:

Harveysburg	\$43.26 every 2 months	Maineville Village	\$39.23 every 2 months
Corwin	\$36.00 every 2 months	South Lebanon	\$19.03/under 30 days
Morrow	\$17.23/under 30 days \$34.46/over 30 days		\$38.08/over 30 days

CSI Waste Systems: 513-771-4200; Rumpke Waste, Inc.: [513-851-0122](tel:513-851-0122);
 Waste Management: 937-878-2277 or 1-800-583-1144 (residents only);

Deerfield Township Storm Water:

Residential: \$3.84 per home/dwelling unit
Non-Residential: \$3.84 per (3,407 sq. ft. of impervious area)
 Deerfield Township does not issue refunds less than \$5.00. For more information on storm water fees, visit www.deerfieldstormwater.com or you may contact a representative at 513-229-8383.

FOR ACCOUNT HISTORY PLEASE VISIT OUR WEBSITE AT: www.co.warren.oh.us

All rates subject to change

Sewer Only Flat Rate	\$65.38			Meter Size		Water	Sewer	Gallons
				5/8"	1	\$ 27.36	\$ 28.02	6,000
Water Minimum	\$27.36	\$4.56	/1000	3/4"	2	\$ 45.60	\$ 46.70	10,000
				1"	3	\$ 91.20	\$ 93.40	20,000
Sewer Minimum	\$28.02	\$4.67	/1000	1 1/2"	4	\$ 182.40	\$ 186.80	40,000
				2"	5	\$ 456.00	\$ 467.00	100,000
Swimming Pool:				3"	6	\$ 820.80	\$ 840.60	180,000
Bill for water usage plus -				4"	7	\$ 1,641.60	\$ 1,681.20	360,000
\$20.00/hour per employee				6"	8	\$ 2,736.00	\$ 2,802.00	600,000
\$50.00/minimum				7"	11	\$ 4,560.00	\$ 4,670.00	1,000,000
				8"	9	\$ 5,016.00	\$ 5,137.00	1,100,000
				12"	10	\$10,488.00	\$10,741.00	2,300,000

Morrow Water:	\$36.00/6000			South Lebanon Sewer:	\$75.00/6000		
	\$6.00/1000				\$2.78/1000		
	\$10.00/						
	Replace/Improv.			MSD Sewer:	\$78.23/4500		
					\$7.86/1000 (4500-74800)		
Mont. County Sewer:	\$39.78/6000				\$6.28/1000 (over 74800)		
	\$6.63/1000						
Mont. County Fixed/Daily:	\$22.49/60 days			Deerfield Storm:	\$3.84/ERU		

Trash Rates:			
Morrow:	\$17.23/under 30 days	South Lebanon:	\$19.03/under 30 days
	\$34.46/over 30 days		\$38.06/over 30 days
Harveysburg:	\$43.86/bi-monthly	Maineville:	\$39.23/bi-monthly
Corwin:	\$36.00/bi-monthly		

DEPOSIT AMOUNTS			
DISTRICT 01		DISTRICT 12	
Water	55.00	Sewer	56.39
Sewer	120.00	Trash (owner/renter)	10.60
TOTAL	175.00	Water (builder/renter)	120.00
		TOTAL (owner)	66.99
Water only	55.00	TOTAL (builder)	176.39
		TOTAL (renter)	186.99
DISTRICTS 10, 14, 16 & 17		DISTRICT 07	
Water only	120.00	Sewer only	120.00
**we do not collect sewer deposits		**Builders only, we do not allow renters	
ALL OTHER DISTRICTS			
Water only	120.00		
Water & Sewer	180.00		

Question 30:

- *Can you provide a sample export of your current data?*

Response to Question 30:

- We may be able to export the data files and definitions into Excel spreadsheets. Please email Joshua.miller@co.warren.oh.us for details if this would be helpful and we will try to accommodate your request.
-

Question 31:

- *Cartegraph integration is mentioned in the RFP. Explain our current usage of Cartegraph.*

Response to Question 31:

- The County does not currently use Cartegraph and this is just mentioned as an example of possible integrations.
-

Question 32:

- *Where does your meter data come from?*

Response to Question 33:

- The County currently uses Badger meters and reads bimonthly using the Beacon AMA software. The County does import a portion of the meter readings from the Western Water Company. Meter readings are imported using csv formatted data files.
-

Request for Proposal



Utility Billing System

Warren County Water & Sewer Department

Software and Implementation Services

**WARREN COUNTY GOVERNMENT CENTER
406 Justice Drive
Lebanon, Ohio 45036**

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Response Checklist

WARREN COUNTY UTILITY BILLING SYSTEM WITH IMPLEMENTATION SERVICES

This checklist is provided as a guide to assist in assembling a response to this request for proposals. Please refer to Section 1: Instructions to Proposers and Section 4: Proposal Format & Submittal for additional information.

Required Items for Response Package

Proposals shall include the following (at minimum):

- _____ 5 hardcopies of the proposal and attachments (submitted by mail or in person)
- _____ 1 digital copy of proposal and attachments on a USB drive compiled into one .pdf file. Attachments originating in Excel files should also be submitted separately in Excel format.

Hardcopies and digital copies to include:

- _____ Executive Summary / Cover Letter (*See Section 4.1*)
- _____ Cost Proposal - Summary & Detail – (*Attachments 1 & 2*)
- _____ Vendor Profile & Qualifications (*See Section 4.3 and use Attachment 10*)
- _____ System overview (*See Section 4.4*)
- _____ Client References (*See Section 4.5 and use Attachment 9*)
- _____ Completed copy of the Offer Questionnaire (*See Section 7 for explanation and use Attachment 3; must include one digital Microsoft Excel file with completed requirements spreadsheet*)
- _____ Application Software and Computing Environment (*See Section 4.7*)
- _____ Client Support and On-going Maintenance (*Section 4.8*)
- _____ Implementation Schedule and Training Overview (*Section 4.9*)
- _____ List of exceptions to the request for proposal (*Section 4.10*)
- _____ Attachment 4 – Delinquent Personal Property Tax Affidavit (*Section 4.11*)
- _____ Attachment 5a and 5b – Non-Collusion Affidavits
- _____ Attachment 6 – Findings for Recovery Affidavit
- _____ Attachment 7 – Equal Employment Opportunity Affidavit
- _____ Proof of Insurance
- _____ Attachment 8 - Certificate as to Corporate Principal with Bid Bond (*Section 1.6*)

Please also include any additional information that you feel is necessary to address any questions or requirements mentioned in the Request for Proposals

Section 1: Instructions to Proposers

1.0 Purpose

The Warren County Water & Sewer Department and the Warren County Information Technology Director are issuing this Utility Billing System Request for Proposals (“RFP”) on behalf of the Board of County Commissioners. The Warren County Water & Sewer Department is the 15th largest water and sewer service provider in Ohio with over 33,000 customers. The Department’s existing billing program was developed in the 1980’s by County software developers and is run on an AS400 computer platform. Implementing a new utility billing system will provide improved efficiency. This new system includes system hardware, application software, training, implementation services, maintenance, and documentation. The vendor provided billing system will enhance information access and increase staff efficiency and effectiveness in the services they provide. The successful vendor must provide a well-documented, turnkey solution that meets the specifications provided in this document.

1.1 Eligible Vendor Criteria

Vendors shall thoroughly review this document in order to provide sufficient information in the response for evaluation. This RFP provides information and details regarding the proposed work and vendor qualifications. Vendors wishing to be considered for award must:

1. Submit a proposal including all required forms that meets the RFP requirements by 4:00 P.M. EST on Thursday, November 10, 2022;
2. Submit a Proposal Bond. See section 1.6 for further details.

1.2 RFP Timetable

The project schedule listed below contains firm and anticipated deadlines. The anticipated deadlines are to be viewed only as projected time frames. Proposals received after the deadline will not be considered.

FIRM DATES (NO EXTENSIONS)

Action	Day	Date	Time
RFP Issued	Sunday	October 2, 2022	NA
Vendors' Pre-Proposal Conference	Wednesday	October 12, 2022	10:00 A.M. EST
Deadline for Submitting Questions	Thursday	October 20, 2022	4:00 PM EST
Deadline for Final Addendum	Thursday	October 27, 2022	4:00 PM EST
Submission Deadline / Open Proposals	Thursday	November 10, 2022	4:00 PM EST

ANTICIPATED DATES (MAY BE SUBJECT TO CHANGE)

Action	Date
Software Demos by Short Listed Vendors	November 2022
Vendor Selection	December 2022
Execution of Contract / Purchase Order	January 2023
Full Implementation of Billing System	January 1, 2024

1.3 Vendors’ Conference Procedure

The County will hold a non-mandatory Pre-Proposal Vendors’ Conference for the RFP on Wednesday, October 12 at 10:00 A.M. The Vendors’ Conference will be held in the Warren County Administration Building, Room 350, 406 Justice Drive, Lebanon, Ohio 45036. A representative from each vendor is not required to attend the Vendors’ Conference, but it is

encouraged. Invitation for remote attendance via a Microsoft Teams meeting invite available upon request; see section 1.5 for contact information.

It is the County's intent to provide background information on the project and receive Vendor questions at this conference. Inquiries will be taken from all Vendors and suppliers. The County may elect to respond to any or all questions in writing through a written addendum. All such interpretations and any supplemental instructions will be in the form of written addenda, which if issued, will be posted on the Warren County Commissioner's internet site at <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>.

1.4 Communication Restriction

Vendors shall not communicate with any member of the County's staff concerning this RFP from its release date until a Vendor has been selected and a contract executed, except by the method described in Section 1.5. If a vendor attempts any unauthorized communication, the County may disqualify the vendor from further participation in the RFP process or reject that vendor's proposal.

1.5 RFP Inquiries

Questions may be asked regarding the RFP and the County will use its best efforts to respond at all Vendor inquiries. All questions must be emailed and include the company name, address, email address, and contact name followed by the question(s). These questions must be emailed to:

Joshua Miller, IT Business Analyst
joshua.miller@co.warren.oh.us

Questions will be accepted until 4:00 PM EST, Thursday, October 20, 2022. All vendor questions received prior to the Vendors' Conference will be reviewed at the Vendors' Conference. All vendor questions received after the Vendors' Conference, and the related County responses to those questions, will be posted as an addendum on the Warren County Commissioner's internet site. No response will be issued to questions received after the October 20, 2022 deadline.

1.6 Proposal Bond

Proposals must be accompanied by a certified check, cashier's check or money order drawn on a solvent bank or savings and loan association in the amount of five percent (5%) of the amount of the proposal, paid to the order of the Warren County Treasurer, or a Proposal Bond surety of five percent (5%) of the amount of the proposal, pursuant to the provisions of 307.88 of the Ohio Revised Code, conditioned that the proposer, if the proposal is accepted, shall execute a contract in conformity to the request for proposals and its response. "Amount of the proposal" means the contract amount for the initial term of the contract and may not include costs for subsequent terms of the contract.

Proposals may be rejected if all required papers are not returned with the proposal, including the proposal bond. The proposal bond shall be returned if said proposal shall be rejected.

Section 2: Warren County Information

2.1 Background Information

Warren County Water & Sewer Department is a regional utility, providing service to over 100,000 residents spread across eleven townships, City of South Lebanon and the Villages of Waynesville, Harveysburg, Corwin, Morrow, and Maineville. The County is located in the southwestern portion of the state, nestled between both Cincinnati and Dayton metropolitan areas. Due to its location and access to two Interstate highways the County is one of the fastest growing communities in Ohio.

The County currently uses Badger meters and reads bimonthly using the Beacon AMA software. The meter reading data is downloaded into the County's billing system, billing files are created and uploaded to an FTP site where a third-party vendor, Peregrine Corporation, imports the data and creates, prints and mails the utility bills. Online payments are made available to customers from Paya (fka First Billing).

The County also bills customers using meter data from other utilities including Western Water company, Butler County, and Greater Cincinnati Water Works.

As a regional utility, Warren County provides contract billing services for many of the local communities and portions of neighboring counties. To date the County bills the following services for other entities:

- Deerfield Regional Stormwater District –Stormwater fee
- Montgomery County – Sanitary Sewer
- Hamilton County – Sanitary Sewer
- City of South Lebanon – Sanitary Sewer and Garbage
- Village of Morrow – Water and Garbage
- Village of Harveysburg - Garbage
- Village of Corwin - Garbage
- Village of Maineville - Garbage

The current utility billing system was built by County programmers in the 1980's and operates using an AS400 mainframe. The County's in house programmers have maintained and provided modest upgrades to these systems over the past several decades. The current system, while adequate for day-to-day operations, lacks the ability to take the County forward. To take the next step we need our future system to:

- Modernize and streamline billing and accounting functions of the office
- Advance workflow capabilities that eliminate paper-based processes
- Provide extensive reporting capabilities that allow staff to run their own reports without IT staff
- Provide mobile capabilities allowing for in the field service order work
- To accept and manage electronically filed documents
- To utilize the Warren County Water & Sewer Department's current website completely or partially to allow the public to view account billing information
- Fully integrate with the County's meter reading, utility bill production, and on-line payment vendors

The County's current account search website is seen as a major positive by staff and customers; having a system that gives the County the freedom to maintain the website in its current form in conjunction with a new Utility system is seen as a plus.

2.2 General Statistics for Warren County

The following statistical information is provided by the County to assist offerors in understanding the Utility Billing operations of the County. Consideration of this information should allow the offeror to evaluate the County's requirements and propose a system which will best serve the needs of the County:

Type	Count
Water Accounts	33,000
Sewer Accounts	26,000
Backflow Devices	7,000
Storm Water Accounts	11,500
Trash Accounts	2,800
Districts	17

Section 3: System Requirements

3.0 General

It is the intent of the County to describe a complete and working system that is available at the time of the proposal. If the description of the working system in the RFP herein does not provide a complete working system which will work in the commercially reasonable manner, then any items omitted herein must be provided as part of the Vendor's total not to exceed fixed price in order to deliver a working system and be in compliance with the RFP. In addition, the description provided in this document are the minimum requirements. If the Vendor has products or recommendations that improve the system or exceed the requirements, it is to the benefit of the Vendor to include them in the proposal.

The Vendor selected must specify, as a single point of contact, all hardware, software, and services needed to make a complete working system as described herein, which includes, but is not limited to, equipment, networking services, cabling, hardware, software, installation services, training services, maintenance services, and application support services, as required to meet the scope of the RFP. The County plans on supplying and installing all hardware, unless specifically arranged otherwise.

After award of the Contract, the selected vendor must schedule a meeting with the County to confirm the implementation plan. All products proposed in response to this RFP must be available at the time of RFP submission.

3.1 Base Scope of this Project

The County is undergoing this project to update the utility billing system in hopes of achieving a more productive, efficient, accurate, and effective government while also netting a decrease in operating costs through these benefits. It is important that by taking advantage of newer technologies, the County also increases the quality of service to its citizens while also giving them more options to access data and interact with the County. As a minimum the software program shall perform the following:

AMI/AMR Meter Readings – Import meter reads from Badger's Beacon software. Process the readings and identify accounts that have high/low readings or are missing readings.

Customer Web Portal – Provide a customer web portal allowing customers to login to their online portal to view bills and the current and prior consumption history, update contact information and pay their bills online. Payments should be posted automatically in real time to customer accounts.

Email & Text Alerts – Program shall send email and text notifications for current bills, late bills, disconnection of service, main breaks, boil water advisories, or other safety alerts. The program shall allow the County to contact our entire customer base, subgroups of the customer base, or one single customer.

Billing Districts, Subdistricts & Rate Maintenance – Billing system shall allow for multiple districts and subdistricts with individual billing rates. System shall be capable of billing a variety of charges including flat fees, minimum bills based on meter size, late fees, service turn-on fees, user fees based on consumption, and increasing/decreasing user fees based on consumption quantities.

Automatic Software Updates – Software program shall have the ability to be webhosted allowing for automatic software updates, repairs, and fixes at no cost to the County.

Work Orders – Enable the issuance, tracking, managing, and recording of field service orders associated with customer accounts (Pick up readings, shut off/turn on service, replace meter, check for leak, etc). Orders shall be issued through the billing system and conveyed electronically to field technicians equipped with mobile devices who would submit electronic reports from the field when the work is completed.

Although the primary focus of the project is utility billing, the County is also seeking complimentary software modules that enhance the County productivity. These optional modules may be provided by the Vendor and would be compatible with the proposed utility billing program. The County is interested in exploring the optional software solutions that provide the following:

Work/Service Order Management– Enable the issuance, tracking, managing and recording of service orders beyond those associated with customer metered accounts. This includes service orders such as yard/pavement restoration, valve repairs, hydrant maintenance (painting/repairs),

Online Bill Payment – The County is seeking a software solution that makes it easy for the County to accept online payment for utility bills and connection fees through ACH or credit card. The software program will handle all aspects of the payment process including merchant services onboarding, check-out, fee handling, and receipts.

Bill Printing & E Billing – Manage and implement the issuance of printed and paperless bills. Integrate paperless billing functionality allowing customer to login to their online portal to view bills, update contact information and pay their bill online. Payment post automatically in real time to customer accounts.

Asset Management – Software solution that tracks County assets, their physical condition, and scheduled routine maintenance requirements.

Backflow Device Tracking – Track, store, and export data related to backflow device types and testing information.

Hydrant Flushing Program – GIS based program that allows for the planning, organization, tracking, and recording of the periodic flushing of County Fire Hydrants.

Inventory Management – Track and manage the parts inventory for the County’s Distribution & Treatment Warehouses, manage vendors, and enable efficient ordering and restocking.

Customer Communication Portal – Web portal linked to the County homepage that provides customers with real-time relevant information such as outage maps, boil water notifications as well as other important information.

3.2 System Requirements

Warren County requires the new software to run in a Microsoft SQL Server environment with the ability to integrate with 3rd party applications and to easily transmit data to local, state, and federal agencies. Warren County currently utilizes Microsoft Windows 2019 as its server operating system.

The system must provide tight security controls which meet regulatory, compliance and audit standards. Security must be role-based to the menu, screen, and field level. Microsoft Active Directory is preferred for single sign-on and global security administration.

Integration tools must be open and support a Microsoft Windows platform, e.g. .NET, Service Oriented Architecture, XML, Web Services, APIs, etc. Integration with the County’s existing applications is important.

The system must support field automation tools such as smart phones, notebooks, laptops, or other devices for remote data acquisition and updates. Real time updates are preferred; the option to synchronize mobile devices with the system is required. The County wishes to remain hardware agnostic.

Workstations are currently running Windows 10 or above with applications for word processing, spreadsheets, Outlook, and presentation requirements. Microsoft Edge is the standard Web browser.

The County intends to generate its required reports from the new system and prefers flexible ad hoc query and reporting tools that are intuitive to users.

The following matrix provides some basic information on vendors and systems which may need to interface with the future system. Proposers should provide a detailed estimate of the level of effort for implementation of these interfaces, with the assumption that the proposer shall take the lead on Interface Development with support from County personnel.

Application	Functionality	Vendor/Status
Tyler Munis	Accounting/Cash Receipts	Tyler Technologies; Interface to new system
GIS Mapping	GIS Mapping	ESRI; Interface to new system
Online Payment	Customer Bill Payment	Paya (fka First Billing)
Customer Bill Production	Printing	Peregrine Corporation
OnBase	Content Management	Hyland; Interface to new system

3.3 Data Conversion

Proposers should provide a detailed estimate of the level of effort for Data Conversion, with the assumption that the proposer shall take the lead on Data Conversion Development with support from County personnel and/or 3rd party vendor. The county maintains the following applications in-house: Utility Billing & Backflow Device Management. These applications are written in various programming languages that store the data in a DB2 database housed on an IBM iSeries running OS400.

Data Conversion Scope

Total Not to Exceed Fixed Price should include the conversion of all applicable system data from 1/1/2018 forward. Offerors should also supply a quote on the cost of converting additional years prior to 1/1/2018 as part of their offer outside of the Total Not to Exceed Fixed Price. Should the cost of conversion for additional years be agreeable, the County may consider the conversion of additional years.

3.4 Third-Party Product Requirements

The proposer should explicitly state the name of any third-party products. For each third-party product, proposals must include a statement surrounding whether the proposer’s contract will encompass the third-party product and/or whether the County will have to contract on its own for the product. The County prefers that the software proposer serve as the administrator for all third-party software contracts. The proposer should provide proof that they have access to the third-party software contracts. Finally, the proposer should provide proof that the proposer has the ability to provide long-term support for the third-party software components of their system.

3.5 User Groups

The County is committed to developing and maintaining a quality comprehensive system. In addition, the County is interested in collaborating with other counties that are using the selected system. Therefore, the selected Vendor should describe any Vendor hosted, active users' groups and/or forums where users can collaborate or discuss best practices. The Vendor should also demonstrate that they have been responsive to the users’ requests for new features in any such groups or forums.

3.6 Onsite Application Support and Software Changes

Vendor shall provide onsite application support during billing system startup and telephone assistance for the software as part of the maintenance proposal (priced in attachment 2). To facilitate system servicing, the County can provide remote access via the internet between the Vendor and the County for problem identification and resolution.

As long as a maintenance agreement, which includes all application and system software, exists between the Vendor and the County, the Vendor agrees to the following:

The Vendor will formally make a request to the County twenty-four (24) hours in advance either by phone or in writing to the system administrator for authorization for any program enhancements, problem resolutions, or changes to any applications, or system software; and

The Vendor agrees not to eliminate, reduce, or depreciate any functions performed by the installed software unless agreed to by the County's designated contacts.

In the event of any change to any software residing on this system without authorization by the system administrator, which leads to software or hardware failure or reduction in the performance of any software or hardware, the Vendor agrees to reimburse the County for any actual and direct damages or actual and direct losses incurred by the County.

Vendor will provide complete software support even though hardware is purchased elsewhere. It is not acceptable to discontinue/reduce software support because the hardware is purchased from a third party. Should software updates require the County to purchase or upgrade hardware, the Vendor shall notify the County of the need no later than six (6) months prior to the update becoming available to any customers.

No delay or omission to exercise any right or option accruing to the County upon any failure caused by the Vendor shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by the County.

3.7 Training

In order to become an efficient and effective user of this system, training is required. All training of County employees shall occur on-site and to accommodate the hours of operation of the County (8:00 A.M. to 4:00 P.M.). All proposals should consider the Warren County Campus as the primary site for all training and consideration should be given by the Vendor that training may be required for multiple groups. Both facilities and personnel will be available at a mutually agreeable time scheduled in advance. Training shall be provided for all software products, including any supporting software. Administrator/security training must be provided to system administrators as designated by the County. Prior to the start of training, the Vendor must perform a preliminary review of all County operations and all software options with County staff in order to ensure maximum utilization of the system. The training recommendation must be explained in detail. It is the County’s intent to have the Vendor train the staff applicable for the solution(s) being proposed and those employees will train any remaining departmental users. The County may be receptive to training via *Microsoft Teams* or other internet based solutions if it minimizes training/travel costs (please estimate cost savings if this is an available and cost advantageous training option).

Estimated staff to be trained is listed in the chart below. Proposer should also consider that different users will need to be trained on different aspects of the solution.

Solution / Option	Department	Estimated Number of Staff to be Trained
Base Work: Utility Billing System	Water & Sewer	15
Optional Module: Work Order Management	Water & Sewer	20
Optional Module: Online Bill Payment	Water & Sewer	15
Optional Module: Bill Printing	Water & Sewer	10
Optional Module: Asset Management	Water & Sewer	10
Optional Module: Backflow Protection	Water & Sewer	8
Optional Module: Hydrant Flushing	Water & Sewer	6
Optional Module: Inventory Management	Water & Sewer	6
All other Optional Modules	Water & Sewer	6

3.8 Software and Documentation Licensing

The Vendor shall provide a copy to the County, privileged from distribution to other persons, of all source code, object code, database layouts, structured software codes, and other materials, so that the County can replicate in all respects the program of the Vendor in the event of the Vendor's discontinuance from business, insolvency, catastrophic destruction, or in the event of the termination of this Contract in order for the system information to be properly downloaded onto the system of some other provider. If the Vendor will not provide source code to the County, source code escrow will be acceptable. Detailed information must be provided in the System Overview Section of the Vendor’s bid explaining the source code site, storage and update policies and what elements are stored.

Any and all license fees for software must be included in the Vendor’s proposal.

3.9 Installation Considerations

All work performed by the Vendor will comply with all local, state, and federal health and safety laws and regulations. If applicable, the Vendor is required to verify that their product is properly functioning on any newly installed lines.

Vendors may propose any configuration they feel is equivalent and meets at least the minimum RFP requirements. The Vendor must provide any custom coding required by the system to meet the RFP at no additional cost to the County. The Vendor must provide the source code or source code escrow.

3.10 Future Considerations

In the future, the County must be provided the latest version available in software products quoted by the Vendor and such revisions must be provided and installed in the County not later than thirty (30) days after the first commercial availability of such revision. Additionally, the County must be the registered user of any other products that are provided as adjuncts to this system. Should the latest version require the County to purchase or upgrade hardware, the Vendor shall notify the County of the need no later than six (6) months prior to the first commercial availability of such revision.

By entering into a contractual agreement with the County, the successful Vendor acknowledges that future statutory, administrative rule, and/or Ohio Auditor of State changes may result in required modifications to the software. These modifications must be installed on the system not later than 30 days before the effective date of the change as published by the issuing agency. While the County may notify the Vendor of any modifications required by the aforementioned agencies, it is the Vendor's responsibility to be informed and remain informed of all present and future modifications, and any changes issued by an agency that require changes in the record keeping or other utility billing functions performed by the County. Failure by the successful Vendor to comply with this requirement may constitute a breach of the contract and could be subject to legal remediation.

3.11 Innovations, Accessories, and Enhancements

The County recognizes that many vendors have distinguished themselves and their products through innovations, accessories, and enhancements. The County considers this an important element in the selection of a vendor and solution, since these improvements reflect on the vendor's commitment to their product and to this market. Therefore, the Vendor should consider including such innovations in their Vendor Profile.

Section 4: Proposal Format and Submittal

4.0 Introduction

These instructions describe the required format for a vendor’s proposal. The vendor may include any additional information considered pertinent. An identifiable tab sheet in the hardcopies shall precede each part for easy reference. The proposal submitted shall follow the same format as described below. All pages, except preprinted technical inserts, shall be sequentially numbered.

All materials submitted in response to this RFP shall become the property for the County and may be returned only at the County’s option. All submitted proposals shall be open to public inspection following official notification of the award of the resulting Contract. Submittals shall include the materials outlined in the Response Checklist found on Page 4 of this document.

Five (5) hardcopies of each proposal must be submitted along with one (1) digital copy on a USB drive. Digital files must be in .pdf and for attachments originating in Microsoft Excel format, a completed copy must be submitted in Microsoft Excel format. Vendors may propose more than one solution in response to the RFP, but each solution must be submitted as a separate proposal.

Vendors mailing proposals should allow for normal mail time to ensure the timely receipt of their materials. Proposals must be mailed or delivered to be considered. Any offeror is permitted to withdraw their proposal at any time prior to the award of the contract.

Send all proposal packages to:

Warren County Information Technology
Attn: Joshua Miller
406 Justice Drive
Lebanon, Ohio 45036

Please clearly mark the submission “Proposal for Utility Billing System with Implementation Services” on the outside of the package.

4.1 Executive Summary – Cover Letter

Vendor shall provide an executive summary of the proposal highlighting key characteristics or items that differentiates their company and proposal from other potential providers. Summary shall provide a commitment assuring that the company will provide the knowledge, skilled staffing, and software programming necessary for successful system integration and billing software startup. This cover letter should be signed by a representative authorized to legally bind the company and must include the Vendor's main contact information for contractual issues.

4.2 Cost Proposal – Summary & Detail

Vendor shall complete and submit **Attachment 1** identifying the total cost for the development, integration, and implementation of the basic utility billing system and all costs including training, license fees, service costs, and support costs for a five-year contract period. Note that this Total Not to Exceed Fixed Price includes any and all costs and fees for the development and use of a fully functional billing system for a five (5) year period.

Vendor shall also complete and submit **Attachment 2** that provides a detailed itemized pricing for the basic utility billing system and pricing for optional modules such as online bill payment, work order management, backflow prevention device testing, asset management, inventory management, etc. The offeror is expected to complete the sheet and return a completed Microsoft Excel file with the proposal. If an offeror wishes to supply additional details, comments, or information

concerning the cost summary and how the *Total Not to Exceed Fixed Price* was calculated, they may include additional information, however, the required forms must be completed and returned.

Annual software support costs must be itemized separately, on an annual basis for a period of at least the first five (5) years after implementation, on the appropriate proposal form. If the vendor provides discounted pricing for multiple year support contracts, as opposed to annual, both options should be provided. The County reserves the right to choose between annual or multiyear support agreements, if offered.

4.3 Vendor Profile and Qualifications

Submittals shall contain detailed information regarding the Vendor and their qualifications. Vendor shall submit information regarding the following:

- Vendor Background, include office locations, number of employees, years in business, and description of products and services offered by the firm.
- Project Team – Provide a description of the project team organization including an organizational chart.
- Project Team Qualifications – Provide qualifications and experience of key project team personnel.
- Location of the office(s) where integration and implementation will be performed.
- Please also include a completed copy of Attachment 10: Vendor Qualifications Overview

4.4 System Overview

Submittals shall include a description of the Utility Billing Software as well as all optional software modules such as backflow protection device tracking, work order management, asset management, inventory management, online bill payment, etc. Information shall include:

- Narrative describing the software programs, functionality, the programming language used.
- Length of time the proposed software has been available on the market
- List of current water & sewer utilities customers, the approximate number of accounts they serve, a list of Vendor software applications they are using, and when they implement the software
- An overview of the software development including description of significant upgrades including the current Version or Generation of the software
- Planned software updates or releases and a description on how they will deliver the enhanced version to their customers.
- Ability to integrate with other software applications such as Cartegraph, ESRI, Badger/Beacon Meter Reading software, Paya-First Billing Online Payment, etc.
- Software hosting location (customer / cloud)
- Description of web portal for customer access (if applicable)
- Description of the system administrative portal for County access

4.5 Current Client References

In addition to the list of current customers contained in the previous section, the Vendor may provide detailed project descriptions of clients that have implemented their software, client testimonials, and letters of reference. With this section the Vendor shall complete and submit five (5) Client Referral Forms (**Attachment 9**) for customers that are currently using their utility billing software. References provided may be contacted by the County concerning the Vendor's products and services.

4.6 Offer Questionnaire Responses

A copy of **Attachment 3** must be fully completed as specified in Section 7 – Offer Questionnaire and submitted as part of the Vendor's response. To ensure proper scoring, Vendor should provide adequate information in their narrative responses to back responses in the Offer Questionnaire.

4.7 Application Software and Computing Environment

In addition to providing the system overview of the software solution, the proposer shall present, in detail, the key features and capabilities of the application software as they relate to the County. Please provide in succinct narrative (at least one paragraph per item) regarding the following items:

Modular Integration - What modules are fully integrated (part of the base software) into the main application? What are the third-party applications? If there are third-party applications, how are they integrated into the main application (e.g. Do the third-party applications share security definitions and similar menu structures)? What processes are handled in “real-time”? What processes require batch processes?

Client Support – Describe your customer support operations, hours of operation, number of customer support staff, how requests are submitted and resolved, availability to receive customer calls, and average or expected response time for resolving client issues.

Cyber and Data Security – Describe the steps and features implement by the Vendor to provide Public Safety Grade data security to avoid threats such as ransomware, cyberattacks, and data corruption. If the Vendor offers an online payment module describe how the payment information is secured and if the system is compliant to Payment Card Industry Data Security Standards (PCI DSS).

Client Training & Software Implementation – Describe the Vendor’s approach to client training and support during startup. The Vendor should supply an overview of how training will occur. In addition to an implementation and training schedule, the County requests that offerors provide abundant detail of how implementation is done, how many staff are involved, and who the points of contact will be. There should be a clear understanding of what the County should expect during implementation.

Disaster Recovery - Due to the critical nature of the future system, Warren County is interested in the proposer’s capabilities in the areas of business continuity and disaster recovery. This may include, for example, remote data backup and offsite storage capabilities. Proposers should comment on how County employees would work if the server on which the system resides were destroyed in a fire or by severe weather conditions, such as a tornado.

Electronic Information Transfer - How does the electronic routing or conveyance of information and documents occur? How does meter reading information from Badger Read Center and payment information from Paya – First Billing get transferred to and from the Vendor? How is this information secured?

Upgrade tools - What is the upgrade frequency? How are patches and fixes deployed? How are patches and fixes applied? How are upgrades applied? What happens to software customizations (e.g., user-defined tables and fields) during the upgrade? How many versions of the software does your company support? How long does a typical upgrade take to implement, in an organization the size of the County?

Reporting and Analysis Tools - What reporting tools are available? Do the same security definitions apply to the reporting tools as established in the main software? Are reporting tools also available via web-based applications? Please provide a list of standard reports, by module, that come “out of the box” with the software.

Data Ownership - Warren County has had the unique advantage of having complete ownership and control of its data for the last two centuries with no vendor interference. We are concerned that by choosing a vendor we will lose that ownership and be required to pay charges for access. Please list any examples of data that will not be owned by Warren County and as such,

a charge will be required to access such data. It will be assumed that anything not listed will be owned by the County and as such, not subject to any additional charges.

Technology Architecture - The County has certain preferences regarding technology architecture, but desires to explore its options with the purchase of a system. Therefore, describe the optimal network requirements for your software. In the event that there is more than one suitable network configuration, list all options, including the relative strengths and weaknesses (if any) of each. What are the optimal database requirements? In the event there is more than one suitable platform, list all options, indicating the relative strengths and drawbacks (if any) of each. What are the ideal server requirements? What are the ideal desktop (client) requirements? Hosting vs. onsite and the pros and cons related. Utilization of .NET technology? Describe capabilities in how future integration of technology can be utilized for future needs. What are the ISO standards? In the event there is more than one suitable operating system, list all options indicating the relative strengths and drawbacks (if any) of each.

Electronic Signatures or Approvals - To fully obtain our goal of being paperless, electronic signatures or approvals are critical. How does your system account for electronic approvals?

Reliance on Best Business Practices/Degree of Process Reengineering Imposed or Required - Please describe in detail the best business practices that are built into your software. How do these practices pertain to County operations in particular?

Administration/Development Toolsets - What application toolsets are included with the software? What unique programming requirements are there? What tools are available to customize the software (e.g., add fields, create new tables, change menus, etc.)?

Security - What security tools are included with the software? How do restrictions limit the following work: administrative tool access; application access; menu access; record access; field access; web-based access outside of the network; and querying/reporting access? What is included in the user security profile? How is the security profile defined?

4.8 Client Support and On-going Maintenance

Describe the vendor supplied support to implement and maintain this system over the 5-year contract period. Indicate which services have been included in your total cost and which additional services could be purchased, if required later, on a time and material basis. Include the hourly rate and estimated number of hours of any services you propose for later consideration.

4.9 Implementation Schedule with Training Overview

Provide a project schedule beginning from signed contracts to the successful completion of the first billing of customers. Include all significant steps such as data conversion, coordinating with outside service providers, employee training, etc. Provide a discussion of the schedule, identifying the critical path items, ways to accelerate the schedule, and potential tasks that may lead to delays.

4.10 Exceptions

Any exception to the Request for Proposal must be clearly stated and must reference those sections concerned. If the Proposer would like to propose any deviation from the Terms and Conditions of the pending contract outlined in Section 6, the Proposer must submit its proposed modification language with specificity. The Owner may take proposed modifications into account when making the best value selection. Any modifications to the Agreement will be in the Owner's sole discretion and the Owner at its option may accept or reject the proposed modifications.

4.11 Delinquent Personal Property Tax Affidavit

The Vendor shall complete and submit an affidavit concerning delinquent personal property taxes (**Attachment 4**).

4.12 Non-Collusion Affidavit

The Vendor shall complete and submit an affidavits concerning non-collusion (**Attachments 5 a & b**).

4.13 Unresolved Findings for Recovery

The County shall not award a contract to a Vendor against whom a finding for recovery has been issued by the Auditor of State if the finding is unresolved. Vendor shall complete and submit the affidavit included in **Attachment 6**.

4.14 Equal Employment Opportunity Affidavit

Vendors shall submit a copy of the Equal Employment Opportunity Affidavit included in **Attachment 7**.

4.15 Insurance

The proposer must obtain, for the contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Ohio and provide the County with evidence of insurance. Insurance in the following types and amounts is required:

- Worker's Compensation Insurance covering all liability of the proposer arising under the Worker's Compensation Act and Worker's Occupational Disease Act.
- Comprehensive General (Public) Liability in a broad form, to include coverage for the following where exposure exists:
 - Premises/Operations, Independent Contractors,
 - Products/Completed Operations, Personal Injury and
 - Contractual Liability, limits of liability not less than:
 - \$ 1,000,000 each occurrence
 - \$ 2,000,000 general aggregate

4.16 Terms and Conditions

All pricing, terms, and conditions submitted in the Vendor's responses shall remain firm for a period of one hundred fifty (150) calendar days after the scheduled RFP due date or a contract is signed, whichever is sooner.

Section 5: Evaluation and Selection

5.0 Owner’s Rights and Options

By responding to this RFP, Proposers acknowledge and consent to the following conditions relative to the procurement process and the selection of a Proposer. Without limitation and in addition to other rights reserved by the Owner in this RFP, the Owner reserves and holds, at its sole discretion, the following rights and options:

1. To supplement, amend, or otherwise modify the RFP via Addenda prior to the date of submission of the Proposals. Addenda issued to this RFP may expand, change, or cancel the Work described in this RFP.
2. To receive questions concerning this RFP from Proposers and to provide such questions with responses, to Proposers.
3. To clarify the information provided as part of a Proposal, including but not limited to holding discussions or meetings with Proposers, requesting additional information from Proposers to support the information included in the Proposal, and requesting clarified performance and price proposals.
4. To modify any or all of the dates listed in this RFP.
5. To require additional information from any and all Proposers to supplement or clarify the Proposals submitted.
6. To eliminate any Proposer that submits an incomplete or inadequate Proposal or is not responsive to the requirements of this RFP.
7. To reject any or all Proposals.
8. To waive any technicalities, immaterial irregularities, or minor informalities in the Proposals.
9. To conduct investigations of any or all of the Proposers and their Proposals as the Owner deems necessary or convenient, including but not limited to discussions or meetings with contact persons for Proposer's prior or ongoing projects or with regulatory agencies.
10. To conduct discussions with any of the referenced clients listed in the Vendor Proposals.
11. To select the Proposer whose Proposal, in the Owner's judgment, provides the best value to the Owner.
12. To enter into any contract deemed by the Owner to be in its best interest.
13. To discontinue negotiations with the Proposer that offers the best value and commence negotiations with the next best valued Proposer, and so on until the contract is awarded or the procurement terminated.
14. To cancel this RFP in whole or in part with or without substitution of another RFP if such cancellation is determined to be in the best interest of the Owner.
15. To take any action affecting the RFP process or the Project that would be in the best interests of the Owner.
16. To make public any and all documents associated with the Project, including documents submitted to the Owner by Proposers.

5.1 Evaluation of Proposals

Each proposal will be reviewed for responsiveness to the requirements of this request. Proposals will be reviewed through the use of a scoring rubric for a preliminary ranking of the submittals. Offerors with satisfactory proposals may be invited to conduct a demonstration of their solution and answer questions about their proposal for additional scoring considerations. Individuals who will be involved with the Project should attend the demonstration/interview. The following criteria will be used for ranking:

CATEGORY	POSSIBLE POINTS
Utility Billing System Cost	20
Requirement & Questionnaire Responses	65
Demonstration & Interview	15
TOTAL	100

After identification of the Proposer determined to be the best value, the Agreement will be prepared for execution by the parties, incorporating applicable portions of the best value Proposal. If, for any reason, the highest-ranked Proposer and the Owner are unable to conclude these final negotiations the Owner may suspend negotiations with the highest-ranked Proposer and initiate negotiations with the next highest-ranked Proposer, and so on until the Agreement is awarded or the procurement is terminated. The Owner reserves the right to terminate negotiations at any time and implement a different project delivery method.

Section 6: Contractual Considerations

6.0 The Contract

The following terms and conditions outlined in section 6 shall be mandatory provisions of the contract.

6.1 Prime Vendor Responsibilities

The selected Vendor shall assume responsibility for all services and the system offered in the proposal whether or not it produces them. Further, the County will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

6.2 Governing Law – Severability

The validity, construction, and performance of this RFP and the resulting Contract and the legal relations among the parties to the RFP and resulting Contract, shall be governed by and construed in accordance with the laws of the State of Ohio, including, without limitation, case law and administrative rules. Venue shall only be proper in Warren County, Ohio. If any provision of the RFP and resulting Contract or the application of any such provision shall be held by a County of competent jurisdiction in Ohio to be contrary to law, the remaining provisions of the RFP and resulting Contract shall remain in full force and effect.

6.3 Indemnity

At its own expense, the Vendor shall defend any suit brought against the County, including, but not limited to, its public officials and County employees, based on a claim that the system or any part of the system furnished under this Contract infringes a United States Patent or Copyright or constitutes misuse or misappropriation of a trade secret, provided the Vendor is given prompt notice in writing of the suit and is given authority and information required for the defense of same. The cost of any suit, or damages for which the County is liable that are attributable to the claim, shall be borne by the Vendor.

If the system or any part of the system furnished is likely to or does become subject to a claim of infringement of a United States Patent or Copyright or constitutes misuse or misappropriation of a trade secret, at its own expense, the Vendor shall do one of the following:

1. Obtain the right for continued use of the system or part of the system by the County.
2. Modify or furnish a substitute for the alleged infringing system or part of the system for the County.
3. Take back the system or part of the system subject to the County's concurrence, and issue a refund to the County for the depreciated value of the system or part thereof, calculated on a straight-line basis over six years.

Vendor shall not have any liability to the County under this indemnity clause for any claim that is caused by use of any system or part of the system in any manner for which it was not designed or by modifications to the Application Software by the County without the Vendor's approval.

The foregoing states Vendor's entire liability and the County's sole remedies for any loss or damage arising from infringement.

6.4 Ownership

The Vendor hereby assigns, transfers, and conveys to the County all rights, title, and interest in any computer software, systems design, source code, object code, work papers, and all other information, documents and material prepared by the Vendor for or in connection with the Contract. Computer software, systems design, source code, and all other information, documents, and materials prepared for or in connection with the Contract by the Vendor's personnel shall become the property of the County. If the Vendor will not provide source code to the County, source code escrow will be acceptable. Work papers pertaining to the tasks and reports shall be made available, upon request, to the County project manager or his or her representative for review, inspection, and, if desired, reproduction. Work papers shall be retained for at least three (3) years subsequent to the final payment required under the Contract. Under no circumstances can the Vendor prohibit or take any action to withhold any data related to the County's software system from the County or the public. If this agreement should be terminated, the County will be provided a reasonable time period no less than six (6) months to transfer data. **The County owns all data and at no time in a dispute can the Vendor use data as a dispute item.**

In addition, the Vendor shall grant to or obtain for or on behalf of the County a perpetual, non-revocable, non-transferable, and non-exclusive license to use the software and documentation related thereto for each CPU provided hereunder unless otherwise stated herein. Such documentation shall include all operator and user manuals, training materials, programmer reference manuals, system administration guides, listings, specifications, and other materials necessary for the proper and successful use of the software. The Vendor shall deliver to the County three (3) complete copies of the documentation.

The County shall have the right, as part of the license granted hereunder, to make as many additional copies of the documentation as the County deems necessary. The County may make one (1) backup or archive copy of the software for the installation site.

6.5 Method of Purchase / Billing

A Purchase Order shall be issued to purchase from the Contract.

All line items that appear on any invoice for this RFP must have receipts or other appropriate documentation to support the expenditure and must be available upon request.

Vendor shall submit an invoice to the "Bill To" address on the purchase order. A proper invoice must include the following information and/or attached documentation:

1. Name, address and federal tax identification number of vendor as designated in the Contract.
2. Invoice remittance address as designated in the Contract.
3. For hardware and software, the description of the deliverable, serial number when applicable, unit price, quantity and total price of the deliverable actually delivered or rendered as specified in the Contract.
4. For implementation services, the description of the service, name of implementer providing service, time period of service, hours billed, unit charge, extended cost, breakdown of applicable expenses (airfare, lodging, meals, mileage, etc.).

Payments under the Contract shall be due on the forty-fifth (45th) calendar day after the later of the date of actual receipt of a proper invoice in the office designated to receive the invoice or the date the system, materials, goods, supplies, or services are accepted in accordance with the terms of the Contract. The date of the check issued in payment shall be considered the date payment is made. Vendor payment shall not be initiated before an invoice is received.

The Vendor will invoice the County as follows:

1. After complete and successful installation, fifty percent (50%) of the Total Not to Exceed Fixed Price less the annual maintenance costs (as identified in attachment 2 – Cost Summary) can be billed to the County provided that the Warren County Information Technology Director attests that the system is functioning acceptably.
2. Following complete and successful installation, the remainder of the not-to-exceed, Total Not to Exceed Fixed Price less annual maintenance costs (as identified in the attachment 2 - Cost Summary) can be billed to the County provided:
 - a. Successful completion of training has occurred;
 - b. A successful sixty day performance period has been achieved (section 6.6 – Standards of Performance and Acceptance); and
 - c. The Warren County Information Technology Director formally accepts the system as defined in section 6.6 – Standards of Performance and Acceptance.
3. Annual or periodic maintenance costs will not be billed/paid until after:
 - a. Successful completion of training has occurred;
 - b. A successful sixty day performance period has been achieved (section 6.6 – Standards of Performance and Acceptance); and
 - c. The Warren County Information Technology Director formally accepts the system as defined in section 6.6 – Standards of Performance and Acceptance.

6.6 Standards of Performance and Acceptance

System acceptance is dependent upon a sixty (60) day successful standard of performance as defined herein.

This section also applies to the system or part thereof submitted for product evaluation as well as replacement or substitutes for the system and the system which is field modified after the installation site has completed a successful Performance Period.

1. The Performance Period shall begin on the date of complete and successful installation and implementation. The Performance Period shall end when the system has met the standard of performance identified in this RFP for a period of sixty (60) consecutive days by operating in conformance with the Vendor's technical specifications (as set forth in the Vendor's operations manual for the system ordered or as quoted in the Vendor's proposal) and in conformance with this RFP. The County, through its Information Technology Director, will determine if, and when, a successful Performance Period has been achieved based upon the functionality of the software and all related modules.
2. In the event the system does not meet the standard of performance during the initial sixty (60) days, the standard of performance test shall continue on a day-by-day basis until the standard of performance is met for a total of sixty (60) consecutive days.
3. If the system fails to meet the standard of performance after ninety (90) calendar days from the start of the Performance Period, the Vendor shall be in default. The Vendor shall have ten (10) working days to remedy such default. Such default shall only be remedied when the County agrees that a successful performance period has been completed. In addition to all the other rights and remedies conferred to the County under the Contract, the County reserves the right to request replacement of the system or terminate the order.
4. System downtime is that period of time when any part of the system is inoperable due to failure.
5. During a period of downtime, the County may use operable components of the system when such action does not interfere with repair of inoperable components of the system.
6. Downtime shall start from the time the County notifies the Vendor's designated representative of the inoperable system until the system is returned in proper operating condition (rounded to the nearest quarter hour).
7. The system shall not be accepted nor the balance of charges paid until the Performance Period is complete.
8. Uptime and downtime shall be measured in hours and quarter hours.

9. Should it be necessary, the County may delay the start of the Performance Period, but such delay shall not exceed thirty (30) consecutive days after the installation date. Unless otherwise mutually agreed to by the County and the Vendor, the Performance Period must start not later than the thirty-first (31st) day after the installation date.

6.7 Software Warranty

During the five (5) year maintenance period identified in the maintenance proposal of attachment 2, the Cost Summary, which begins from the date that Standards of Performance and Acceptance of the software are achieved (section 6.6 – Standards of Performance and Acceptance), Vendor warrants that when the software is delivered and installed, it will operate on the specified computer(s) in the manner as described in the relevant software documentation, in the vendor's RFP response, and in the Contract.

For a period of three years after the date of acceptance of the software, Vendor warrants that it shall:

1. Maintain the software to operate in a manner as described in the relevant software documentation, the Vendor's proposal, and the RFP;
2. Supply technical bulletins and updated user guides as they become available;
3. At the discretion of the County, supply the County with newer versions, updates, improvements, enhancements or modifications to the software and documentation purchased from the Vendor including all applications, utilities and development tools as they become available;
4. Correct or replace the software and/or remedy any programming error (which is attributable to the Vendor);
5. Service the software in a professional manner with qualified personnel.

The Vendor shall provide updated software documentation upon delivery of updated software releases. The Vendor acknowledges that said newer versions, updates, improvements, enhancements, and modifications to the software or documentation shall be subject to the provisions of the Contract.

The Vendor warrants that it shall exert its best efforts to correct a programming error, which is attributable to the Vendor, provided that the County notifies the Vendor of a problem with the software orally or in writing, and that the County provides information sufficient to identify the problem. Such information includes, but shall not be limited to: error diagnostic messages, diagnostic memory dumps, operator console log, data file dumps, application program listing, and other written explanation and documentation of said problem.

Section 7: Offer Questionnaire

Instructions

Included with the request for proposal package is a questionnaire and requirements list (*Attachment 3*). The list is provided in a Microsoft Excel Spreadsheet. Offerors will complete the “Response” column for each line item (and the “Qualifier Code(s)” and “Comments” columns when applicable). Offerors will return the completed questionnaire as part of their proposal. Please note that answering “No” for line items does not necessarily disqualify the product from being chosen, but it may lower the overall score that the County calculates for your responses. Offerors should be prepared to demo any functionality stated and it is encouraged that they provide details, where applicable, to back their response in other more narrative sections of their proposal package.

1. Complete the response column. Some line items may be in question format and some may be a statement in which the Offeror should indicate whether or not the statement applies to the solution being proposed.
2. If the requirement/functionality exists out-of-the-box or through configuration of the system performed during implementation, enter a “Yes” in the “Response” column for each line item.
3. If your answer to a “Response” is “No,” then please enter the code that best describes your “No” response into the “Qualifier Code(s)” column:

Code	Description
A	Feature can be provided by means of custom modification and Vendor will modify software to provide this requirement as part of the bid price
B	Supported in planned future product release (include version number and planned live date in comments section)
C	Requires integration with third party product of Vendor; Offeror will include this cost as part of the bid price (state third party product in comments)
D	Requirement does not exist in proposed system and there are no means or expectations for the proposed system to meet the requirement
E	Other; see comments

4. Enter additional comments into the “Comments” column as necessary or when instructed.
5. Requirements / Questions with blank responses will receive no scoring consideration.



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

**TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG**

**REQUEST FOR PROPOSALS FOR UTILITY BILLING SYSTEM
FOR WARREN COUNTY WATER AND SEWER DEPARTMENT**

Sealed proposals for Utility Billing System for the Warren County Water and Sewer Department are to be sent to Warren County Information Technology, Attention: Joshua Miller, 406 Justice Drive, Lebanon, OH 45036 no later than Thursday, November 10, 2022 @ 4:00 p.m.

The purpose of the RFP is to select a reliable vendor to implement a new utility billing system. This new system includes system software, application software, utilities, training, implementation services, maintenance, and documentation. The provided billing system will enhance information access and increase staff efficiency and effectiveness in the services they provide.

Proposal documents are available online at the Warren County's Website at <https://www.co.warren.oh.us/commissioners/Bids/> . Questions regarding the proposal documents should be directed to Joshua Miller, IT Business Analyst, at Joshua.miller@co.warren.oh.us

This notice is posted on the Warren County website. The Warren County website can be accessed at <https://www.co.warren.oh.us/commissioners/Bids/> . To access project information, click on the project you wish to obtain information about. Please contact the Warren County Commissioners Office at (513) 695-1250 if you have trouble with this procedure or if you need additional information on accessing bid project information on our web site.

By order of the Board of County Commissioners, Warren County, Ohio.

Tina Osborne, Clerk