

For additional addendums, attachments, samples, etc., please contact
Joshua Miller, joshua.miller@co.warren.oh.us

Warren County

Request for Proposal



Computer Assisted Mass Appraisal (CAMA) System

Real Estate Tax Accounting System

Land Management / Inspections System

Software and Implementation Services

**Warren County, Ohio
2018**

Issued By:

Warren County Commissioners

On Behalf of:

*Warren County Auditor
Warren County Chief Building Official
Warren County Information Technology Director
Warren County Regional Planning Commission
Warren County Treasurer*

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Response Checklist

WARREN COUNTY CAMA SOFTWARE WITH INTEGRATED PROPERTY TAX ACCOUNTING AND/OR LAND MANAGEMENT / INSPECTIONS SOFTWARE 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.

Mandatory Date

_____ Submit the response by 9:00 A.M. local time on Tuesday, May 1, 2018.

Required Item for Response Package

_____ Proposal including attachments (at minimum):

_____ 5 hardcopies of the proposal (submitted by mail or in person)

_____ 1 digital copy of proposal and attachments (Submitted by mail or in person on a CD or USB drive; files must be in .pdf or Microsoft Office formats; for attachments originating in Microsoft Excel format, a completed copy must be submitted in Microsoft Excel format)

Hardcopies and digital copies to include:

_____ Cover Page as the first page (*Attachment 1*)

_____ Executive summary (*See Section 4.2 for explanation*)

_____ Vendor profile (*See Section 4.3 for explanation and use attachment 8*)

_____ References (*See Section 4.4 for explanation and use attachment 9*)

_____ Proposed system overview (*See Section 4.5 for explanation*)

_____ Completed copy of the software requirements list (*See Section 7 for explanation and use attachments 3a and/or 3b; must include one digital Microsoft Excel file with completed requirements spreadsheet for each system being offered*)

_____ Completed copy of the proposal response cost summary (*See Section 4.7 and use sheet(s) in attachment 2 applicable to option(s) being offered; a digital copy must be submitted in Microsoft Excel format*)

_____ Responses to Application Software and Computing Environment (*See Section 4.8*)

_____ Recommendations for support and maintenance

_____ Recommendations for system implementation and training

_____ Exceptions to the request for proposal

_____ Other Required forms – (see *Attachments: Required Forms*)

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 Request for Proposals Title

Request for Proposals for Computer Assisted Mass Appraisal (CAMA) with Integrated Property Tax Accounting and/or Land Management / Inspections Software with Implementation Services for Warren County, Ohio.

1.1 Purpose

The Board of County Commissioners of Warren County, Ohio, located at 406 Justice Drive, Lebanon, Ohio 45036, on behalf of the Warren County Auditor, the Warren County Treasurer, the Warren County Regional Planning Commission, the Warren County Chief Building Official, and the Warren County Information Technology Director is issuing this Request for Proposals (“RFP”) to select a reliable vendor to install a Computer Assisted Mass Appraisal (CAMA) with Integrated Property Tax Accounting and/or a Land Management / Inspections system. This new system includes system software, application software, utilities, training, implementation services, maintenance, and documentation. The intent of procuring new systems is to 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.

1.2 Introduction

Vendors shall thoroughly review this document in order to provide sufficient information in the response for total evaluation. This RFP provides an estimate of requirements. No guarantee is made of any specific amounts to be purchased.

Any contract pursuant to these proposal specifications shall be awarded to the offeror whose proposal is most advantageous to the County. The County reserves the right to reject any and all proposals and waive technicalities in any proposals.

1.3 Eligible Vendor Criteria

Vendors wishing to be considered for award must:

1. Submit a response proposing a solution that meets the RFP specifications by 9:00 A.M. on Tuesday, May 1, 2018;
2. Complete and submit all forms required in the attachments at the end of this document by 9:00 A.M. on Tuesday, May 1, 2018;
3. Sign the contract within 30 days of award;
4. Provide a 100% performance bond upon execution of the contract. Bond will be returned to the successful offeror or upon execution of the performance bond.

1.4 RFP Timetable

The timetable listed below contains firm and anticipated deadlines. The anticipated deadlines are to be viewed only as projected time frames.

FIRM DATES (NO EXTENSIONS)

Action	Day	Date	Time
RFP Issued	Tuesday	3/4/2018	NA
Vendors' Pre-Proposal Conference	Wednesday	3/21/2018	10:00 A.M. EST
Deadline for RFP Questions	Friday	4/6/2018	11:00 A.M. EST
Submission Deadline / RFP Opening	Tuesday	5/1/2018	9:00 A.M. EST

ANTICIPATED DATES (MAY BE SUBJECT TO CHANGE)

Action	Date
Software Demos by Selected Vendors	Starting After 5/1/2018
Potential Additional Vendor Site Visits	As Needed
Vendor Selection	6/1/2018
Execution of Contract / Purchase Order	Week of 6/4/2018

1.5 Vendors' Conference Procedure

The County will hold a Pre-Proposal Vendors' Conference for the RFP on Wednesday, March 21, 2018 at 10:00 A.M. The Vendors' Conference will be held in the Warren County Administration Building, Room 128, 406 Justice Drive, Lebanon, Ohio 45036. A representative from each vendor is not required to attend the Vendors' Conference, but it is strongly encouraged.

It is the County's intent to answer all questions asked by the Vendors at this conference. Inquiries will be taken from the floor. The County may elect to respond to any or all questions in writing through an RFP addendum. Any resulting modification(s) to the RFP requirements will be issued to the attendees in the form of an RFP addendum by April 13, 2018.

1.6 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 1.7. 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.

1.7 RFP Inquiries

Questions may be asked regarding the RFP and the County will use its best efforts to respond at the Vendors' Conference. All inquiries 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 11:00 A.M. EST, April 6, 2018. All vendor questions and answers 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 distributed to all vendors who attended the Vendors' Conference via email. No further questions concerning how to respond to the RFP will be accepted after 11:00 A.M. EST, April 6, 2018.

1.8 Performance Bond

The successful vendor will be required to furnish a performance bond for the faithful performance of the contract in a sum of not less than one hundred percent (100%) of the contract price. Said bond shall be that of an approved surety company authorized to transact business in the State of Ohio, to the satisfaction of the Prosecutor of Warren County, Ohio. Agents of bonding companies which write bonds for the performance of the contract shall furnish power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the particular type of bond to be furnished, and evidencing also the right of the surety company to do business in the State of Ohio. A copy of this proof shall be attached to each copy of the contract. This copy shall be no more than one (1) year old. This bond shall be purchased through a surety company having local agents upon whom service of process may be made.

If, at any time after the execution and approval of this contract, Warren County deems any of the sureties upon the performance bond to be unsatisfactory, or if for any reason such bond shall cease to be adequate security for Warren County, the vendor shall within fifteen days after written notice of Warren County to do so, furnish a new or additional bond in form, sum, and signed by such sureties as shall be satisfactory to Warren County. No further payment shall be made to the vendor unless and until such new or additional bonds are provided by the vendor. The proposal guarantee shall be returned after a satisfactory bond has been furnished and the contract has been executed.

Section 2: Statement of Work

2.0 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 specification herein does not provide a complete working system which will work in the commercially reasonable manner, then any items omitted from the specification 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 specification. In

addition, the specification 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.

2.1 Background Information

Warren County is located in the southwestern portion of the state and is a part of both the Cincinnati and Dayton metropolitan areas. It consists of eleven townships, as well as cities and villages, the largest of which is the City of Mason. The County's population is approximately 225,000 and growing quickly. The land area is approximately 400 square miles that are split into nearly 100,000 parcels.

Warren County employs approximately 1,200 people and is governed by a 3-member Board of Commissioners. The majority of employees are located in the County seat of Lebanon, but technology allows for employees to be spread around the County when necessary. Nearly every County department has some interaction with the CAMA and *Building/Planning* systems; however, the Auditor, Treasurer, Engineer, Building/Zoning, and Planning will be the predominant users.

The County's current Computer Assisted Mass Appraisal (CAMA) system as well as its Building & Zoning system was built in house in the 1980's. The County has maintained and advanced these systems in house over the past three decades, but is looking for a vendor product going forward.

The current CAMA 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:

1. Modernize and streamline the assessment and tax accounting functions of the office
2. Fully integrate tax accounting and appraisal systems
3. Advance workflow capabilities that eliminate paper based processes
4. Provide extensive reporting capabilities that allow staff to run their own reports without IT staff
5. Provide mobile capabilities allowing for in the field appraisal work
6. Advance and improve the complex manufactured home dual system
7. To accept and manage electronically filed documents from customers
8. To utilize the Warren County Auditor's current website completely or partially

The County's current property search website is seen as a major positive by staff and taxpayers; having a system that gives the County the freedom to maintain the website in its current form in conjunction with a new CAMA system is seen as a plus and possibly even a deciding factor.

Warren County's property tax responsibility rests with two separate and distinct departments with separately elected officials; the County Auditor and the County Treasurer. The Auditor sets the real estate valuations and distributes all property taxes collected to the respective political subdivisions. The Treasurer mails tax bills and collects all property tax payments. All cash receipts are recorded by both offices, but the actual cash/checks are deposited with the Treasurer. The Treasurer is looking for ways to automate processes in addition to core functionality. Although the Treasurer does not currently allow for escrow, he would like to know what functionality is included in the proposed system and if it is sold as an additional module with an additional cost.

The current Building & Zoning system is also adequate for day to day operations, but also lacks the ability to advance the County in efficiency and effectiveness in its permitting, land management, and inspections functions. The main goals of the Building & Zoning departments are to:

1. Modernize and streamline inspection and permitting processes
2. Better integrate with other County systems
3. Advance workflow capabilities that eliminate paper based processes and data entry redundancy
4. Obtain a system with extensive reporting capabilities that allow staff to run their own reports
5. Utilize mobile technologies that allow for inspection work in the field to sync seamlessly with on premise functionalities
6. Increase the capabilities for customers to submit permits and request other departmental related services via the internet

The Warren County Regional Planning Commission (RPC) was created in 1972 as the entity responsible for reviewing subdivision activity in all unincorporated areas of Warren County. Pursuant to state law, the RPC is also responsible for making recommendations on zoning decisions for jurisdictions under County or Township zoning. Until recently, the RPC has relied on a paper-based filing system for storing subdivision and zoning files. Beginning in February 2017, a new electronic method of filing documents was developed and new files continue to be stored using this method. The RPC is looking to further streamline and modernize its electronic filing system to include a variety of enhanced features, including:

1. Ability for applicants to file and pay for applications online
2. Greater accessibility and querying functions for staff members, applicants, and the general public
3. More direct linkage to geography and GIS functions
4. Built-in time clock functions to provide notification to staff members when projects are due
5. Actions indexed by staff member and administrative tracking of project progress
6. A pre-determined workflow structure based on type of project
7. Electronic tracking of comments on PDF plans by multiple users/departments
8. Issuing official decisions and letters using pre-defined templates and/or stamps
9. If possible, linking planning approvals to building/zoning permit reviews which follow

The RPC reviews a variety of application types, including minor subdivision applications (711 Transfers, Lot Splits), major subdivision applications (Concept Plans, Preliminary Plans, Record Plats), and zoning applications (Conditional Uses, PUD Stage 1, PUD Stage 2, PUD Stage 3, Re-zonings, and Site Plan Reviews). Each application has different requirements and procedures, so configurability is of the utmost importance. For additional information concerning the vision that RPC seeks to implement in the future, please see addendum 1: Electronic Submission Needs Document.

2.2 General Statistics for Warren County

The following statistical information is provided by the County to assist offerors in understanding the property tax 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:

TY2017 / CY2018 Assessed Valuations:

Class	Value
Residential	5,011,724,030
Agricultural	221,745,050
Commercial	753,764,900
Industrial	178,627,720
Public Utility Personal Property	351,092,590
Mineral Rights	0
Exempt	1,068,541,670
Total	7,588,495,960

TY2017 / CY2018 Parcel Count:

Class	Count
Residential	84,622
Agricultural	4,198
Commercial	4,207
Industrial	659
Public Utility	263
Gas/Oil	0
Exempt	3,920
Total	97,869

2017 Building, Planning, & Zoning Statistics:

Service	Count
Building / Zoning Inspections	21,975
Building / Zoning Permits Issued	3,235
Planning Applications	186

Section 3: General System Requirements

3.0 Scope of this Project

The County is undergoing this project to update various systems 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. Beyond perceived benefits for citizens and other County stakeholders, this project seeks to meet the needs of several Warren County agencies specifically:

- Auditor's Office
- Building & Zoning Department
- Regional Planning Commission
- Treasurer's Office

Although there is some overlap in system use, for the purpose of this project, these agencies' needs are grouped into two different product categories (also mentioned as "options" throughout this RFP):

Computer Assisted Mass Appraisal (CAMA) with Integrated Property Tax Accounting

Associated Agencies: Warren County Auditor's Office & Warren County Treasurer's Office

Land Management / Inspections

Associated Agencies: Warren County Building/Zoning Department & Warren County Regional Planning Commission

Although the solution is being referred to simply as "Land Management / Inspections," the County seeks a product that contains functionalities that apply to a wide variety of business processes and responsibilities of these departments. Including, but not limited to:

- Building & Zoning Inspections
- Scheduling (e.g. inspections, hearings, etc.)
- Complex and dynamic workflow processes as it relates to permitting, application processing, fee collection, etc.
- ePlan Review
- Citizen Self Service Portal
- Planning
- Code Enforcement
- General case management that includes a wide variety of stakeholders from other departments, agencies, and government entities and requires a great deal of communication and documentation

3.1 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. In addition, any proposed Software Package is preferred to be an on premise solution and should be able to operate in a Virtual Machine environment (VM) using

VMWare’s virtualization platform. Warren County currently utilizes Microsoft Windows 2012 R2 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 7 or above with applications for word processing, spreadsheets, Outlook, and presentation requirements. Internet Explorer 11 and above 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 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
OnBase	Content Management	Hyland; Interface to new system

3.2 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: Computer Assisted Mass Appraisal (CAMA) with Integrated Property Tax Accounting, Land Management, and Building Inspections. 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

Computer Assisted Mass Appraisal (CAMA) with Integrated Property Tax Accounting

Total Not to Exceed Fixed Price should include the conversion of all CAMA data from 1/1/2018 forward and all sales data (Grantor, Grantee, date, and Sale Price) into the new system from the current system. 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.

All Building and Zoning data in the current system must be converted into the proposed system. As part of this consideration, documents already in the County's electronic content management system (OnBase) must be associated with the corresponding cases and must be accessible from the proposed system.

Warren County Regional Planning does not directly use the current system, but has electronic documents going back to February 2017 that it will need to incorporate into the proposed system's electronic content management system and they will need to be able to enter in cases associated with these documents.

3.3 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.

3.4 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.

3.5 Onsite Application Support and Software Changes

Vendor shall provide onsite application support, when required, 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.

3.6 Training

In order to become an efficient and effective user of this system, training is required. It is desirable for the County to plan on all training to occur on-site and to accommodate the hours of operation of the County (8:00 A.M. to 4:30 P.M.). Employee time and travel expenses can be conserved if the training occurs at the County. Therefore 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 *Webex* 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 (e.g. Appraisal staff will need to be trained on all mobile assessing functionality, but other Auditor Staff may not; select Building/Zoning Department inspectors will need to be trained on mobile inspections functionality, but other staff in those departments may not, etc.).

Solution / Option	Department	Estimated Number of Staff to be Trained
CAMA with Integrated Property Tax Accounting	Auditor's Office	10
CAMA with Integrated Property Tax Accounting	Appraisal	6
CAMA with Integrated Property Tax Accounting	Treasurer's Office	10
Land Management	Regional Planning	10
Land Management / Inspections	Building/Zoning	15
All Proposed Solutions	Misc.	5

3.7 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.

3.8 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 specifications at no additional cost to the County. The Vendor must provide the source code or source code escrow.

3.9 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 property tax assessment and accounting 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.

3.10 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.

Please Note Multiple Options: The County is requesting proposals for any of these (3) three options:

1. Computer Assisted Mass Appraisal (CAMA) Software with Integrated Property Tax Accounting Software and Implementation Services
2. Land Management / Inspection Software and Implementation Services
3. A combination of option 1 and option 2; CAMA Software with Integrated Property Tax Accounting Software and Land Management / Inspection Software with Implementation Services

Any vendor can submit proposals for any one or all of the options. The County reserves the right to select or reject proposals. As a result, attachment #1 (Cover Page / Form of Offeror's Proposal) and attachment #2 (Cost Summary Form) noted below, have been structured for the vendors to submit proposals on the three options.

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.

Any proposal submitted must include the following:

1. The vendor's *Cover Page* (attachment 1) as the first page of the proposal;
2. An *Executive Summary* in the form of a cover letter;
3. A *Vendor Profile*;
4. *Profiles* of the personnel expected to be assigned to this project, if Vendor is selected;
5. *References* (see section 4.4 – *References and use attachment 9*);
6. A *system overview*;
7. A completed *Requirements Checklist* for the applicable product(s) (See section 7 and complete attachment(s) 3a and/or 3b depending on which option(s) being offered; Hardcopies and completed Excel Spreadsheet file must be submitted);
8. A fully completed *cost summary form* (attachment 2);
9. A section detailing the *minimum hardware requirements* for the system;

10. A section responding to *Application Software and Computing Environment* questions (see section 4.8);
11. A section detailing *recommendations for support and on-going maintenance*;
12. A projected *implementation schedule*, including training recommendations;
13. A section detailing any *exceptions to the RFP*;
14. *Proof of insurance*;
15. Complete all other required attachment forms and address any other questions or requests mentioned throughout the RFP.

Five (5) hardcopies of each proposal must be submitted along with one (1) digital copy (submitted by mail or in person on a CD or USB drive; files must be in .pdf or Microsoft Office formats; 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.

Proposals are due no later than Tuesday, May 1, 2018 at 9:00 A.M. EST. Proposals or unsolicited amendments to proposals received after Tuesday, May 1, 2018 at 9:00 A.M. EST will not be considered. 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 County Computer Assisted Mass Appraisal (CAMA) with Integrated Property Tax Accounting and/or Land Management / Inspections Software with Implementation Services" on the outside of the package.

4.1 Cover Page - Form of Proposal Statement

The first page of the Vendor's proposal shall be a properly completed Cover Page & Form of Offeror's Proposal (Attachment 1). The Vendor must include a Total Not to Exceed Fixed Price for each option being bid on (the sum of costs included on the Cost Summary - Attachment 2). Note that this Total Not to Exceed Fixed Price includes five (5) years of maintenance costs and should include any costs for the proposed solution for that five (5) year period.

4.2 Executive Summary

A brief description of the scope of services to be provided by the Vendor must be stated. A positive commitment assuring that the overall system implementation will be successful must be made. In addition, the Vendor must identify their philosophy of improving and maintaining this software product as well as how they will deliver enhanced versions of this software to the customer. This cover letter should be signed by a representative authorized to legally bind the company, and must include the Vendor's main contact for contractual issues, the purchase order address, and the tax identification number.

4.3 Vendor Profile

A description of the range of products and services relating to this project that are provided by the Vendor must be included. The length of time the proposed software has been available on the market, the number of systems installed by the Vendor, and their approximate size must be stated. The Vendor must specifically state in their profile how many customers in the State of Ohio are currently using the product(s) being offered and provide a list of all current customers. Offerors must have at least one (1) government customer in the State of Ohio to be considered.

This section shall also include a description of the Contractor's experience relevant to this RFP and a current financial statement prepared by the Vendor's independent auditor. In addition, if the Vendor is certified by a manufacturer for reselling, training, or any other function, proof of certification must be provided to substantiate certification. In addition to your Vendor's Profile section, please complete the "Vendor Qualifications Overview" (Attachment 8).

4.4 References

A list of **all** current customers using the proposed product(s) must be supplied along with this proposal as well as a list of at least five (5) general references per product being offered (use attachment 9: Software and Implementation Services Reference Form).

If you are bidding on CAMA with Integrated Property Tax Accounting Software AND Land Management / Inspections software, then you must submit a minimum of ten (10) references (5 for CAMA/Tax and 5 for Land Management / Inspections)

References provided may be contacted by the County concerning the Vendor's products and services.

4.5 System Overview

The Vendor must provide a narrative and/or diagram overview of the operations of the fileserver and its components, software and topology, required peripherals, application software and system software as contained in the Vendor's response.

4.6 Software Requirement Responses

A copy of Section 7 - Software Requirements along with the corresponding attachment(s) (3a and/or 3b) must be fully completed as specified and submitted as part of the Vendor's response.

Note:

- Complete Software Requirements Response attachment 3a if you are bidding on option 1 or option 3
- Complete Software Requirements Response attachment 3b if you are bidding on option 2 or option 3

4.7 Cost Summary Form

Completed cost Summary Form(s) must be included with the proposal showing in detail how the *Total Not to Exceed Fixed Price* was calculated (see attachment 2). The *Total Not to Exceed Fixed Price* is defined as the sum of all costs that the County will need to pay for the proposed system to be fully implemented, fully installed, staff fully trained, and five (5) years of any additional maintenance or support costs. The *Total Not to Exceed Fixed Price* must be equal to the *Total Not to Exceed Fixed Price* stated on the completed form, *Attachment 1: Cover Page & Form of Offeror's Proposal*.

Cost Summary Forms are attached as a Microsoft Excel file with three (3) sheets; one for each option. The offeror is expected to complete the sheets for the option(s) that they choose to bid on and return a completed Microsoft Excel file with the proposal (on CD or USB drive). 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, attachment 2 must be completed and returned.

Please read the instructions on bidding on each option carefully. Offerors may choose to bid on any of the three options indicated, but it is assumed that if an offer is made on option 3, then an offer will also be included for only option 1 and only option 2 (should the County not select both products). The County is expecting to see cost savings should it increase the volume of product that it is purchasing from a single vendor (e.g. If a Vendor bids on all three options, it would be expected that the *Total Not to Exceed Fixed Price* for option 3 would be less than the sum of the *Total Not to Exceed Fixed Prices* for option 1 and option 2).

Option 1: CAMA with Integrated Property Tax Accounting Software with Implementation Services

Option 2: Land Management / Inspections Software with Implementation Services

Option 3: CAMA with Integrated Property Tax Accounting Software and Land Management / Inspections Software with Implementation Services

4.8 Application Software and Computing Environment

In addition to providing an overview of the software solution for the County, the proposer must present, in detail, the key features and capabilities of the application software as they relate to the County. In addition to the description, please provide in succinct narrative form (at least one paragraph per item) answers to the following questions:

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?

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 - To fully obtain our goal of being paperless, electronic signatures are critical. How does your system account for the statutory needs of signatures both internally amongst county agencies and externally?

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.

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?

Workflow Capabilities - How does workflow (electronic routing of documents) in your system operate? How are workflow rules established? How does workflow interface with the County's e-mail program, Microsoft Outlook? How is workflow maintained and/or upgraded?

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?

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 Concerns - 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. Warren County also has a long standing relationship with our appraisal company and has no intentions of changing that beneficial partnership. The County has several questions with these major concerns in mind. What assurances can you provide that our appraisal company will be provided with all data that is needed when requested? Please cite counties where you have had such relationships and provide a contact from another vendor that can speak to that relationship. 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.

4.9 Recommendations for Support and On-going Maintenance

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.

Considering both the Vendor and user perspectives, describe the various levels of support you feel are necessary to implement and maintain this system. 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.

4.10 Implementation Schedule with Training Overview

Option 1: CAMA with Integrated Property Tax Accounting Software with Implementation Services

In regard to the CAMA option, the County requires that the system be fully installed, implemented, operational, and employees fully trained for a date to go live on the proposed system no later than 1/1/2021. The County would prefer to use the proposed system for the 2021 triennial update (starting prior to the *no later than* date stated above) either as the primary system or as a parallel secondary test system. The offeror should propose an implementation schedule concerning those requirements and preferences and identify which is preferable to them.

Option 2: Land Management / Inspection Software with Implementation Services

The County is generally flexible in regard to estimated fully installed, implemented, operational, and employees fully trained deadlines as it relates to the Land Management / Inspections option, but prefers that this option be fully operational within approximately one (1) year of issuing purchase order and that it fall on a January 1 date to go live on the system proposed for the Land Management / Inspections option. The offeror should propose an implementation schedule concerning those general preferences.

The County requests a separate anticipated implementation and training schedule for each option. 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.

4.11 Exceptions

Any exception to the Request for Proposal must be clearly stated and must reference those sections concerned.

4.12 Proof of Insurance

The Vendor shall provide proof of Workers' Compensation Insurance coverage. The Vendor also shall provide proof of Employees' Liability or Vendor's Insurance, or both.

4.13 Delinquent Personal Property Tax Affidavit

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

4.14 Non-Collusion Affidavit

The Vendor shall complete and submit an affidavit concerning non-collusion (*Attachment 5*).

4.15 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.

Section 5: Evaluation and Selection

5.0 Evaluation of Proposals

A committee of County personnel will evaluate the proposals. The County reserves the right to reject any and all proposals in which the offeror takes exception to the terms and conditions of this RFP; fails to meet the terms and conditions of this RFP, including but not limited to, the standards, specification, and requirements specified in this RFP; or submits prices that the County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the County. The County also reserves the right to reject, in whole or in part, any proposal that the County has determined, using the factors and criteria listed in the section, would not be in the best interest of the County. The evaluation committee may waive minor defects that are not material when no prejudice will result to the rights of any other Vendor or the public. In addition, the County reserves the right to waive any technical requirements.

Section 6: Terms and Conditions

6.0 The Contract

The Contract ("Contract") shall consist of the following in order of controlling priorities for priority in conflict between documents:

1. Any addenda issued by Warren County;
2. The Request for Proposals (RFP) for Computer Assisted Mass Appraisal (CAMA) with Integrated Property Tax Accounting and/or Land Management / Inspections Software with Implementation Services for Warren County, Ohio;
3. The selected Vendor's response document to the RFP;
4. The executed agreement for hardware, software, training, and maintenance services between the selected Vendor and Warren County, Ohio;
5. The purchase order issued under 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 Related Contracts

After award of the Contract, the Vendor shall not hire or use subcontractors not previously identified in the proposal without prior written approval from the County. No subcontractor may be used to create any custom software without prior approval by the County. Any contract must include "work made for hire" language for the benefit of ownership by Warren County, Ohio. No approval is required for the purchase of articles, supplies, components, or the procurement of mechanical services, provided those articles, supplies, components, or mechanical services do not include installation, programming, hardware, or other goods and services of the kind contemplated by the Contract. All work subcontracted shall be at the expense of the Vendor.

6.3 Time of Performance

This Contract shall be binding upon both parties upon receipt by the Vendor of a fully signed copy of the agreement for services and receipt of a County purchase order.

6.4 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.

6.5 Record Keeping Requirements

The Vendor shall maintain all financial records in a manner consistent with generally accepted accounting principles. Documentation to support each action shall be filed in a manner allowing it to be readily located.

All disbursements made for the Contract shall be for obligations incurred in the performance of this Contract and shall be supported by contracts, invoices, vouchers, and other data appropriate to support the disbursements.

All disbursements for the Contract shall be for obligations incurred only after the effective date of the Contract, unless specific authorization for prior disbursements has been given in writing by the County.

During the period covered by this Contract and until the expiration of three (3) years after final payment under the Contract, the Vendor agrees to provide the County, its duly authorized representative, and any person, agency, or instrumentality providing the County with financial support to the work undertaken hereunder with access to and the right to examine any books, documents, papers, and records of the Vendor involving transactions related to the Contract.

6.6 Entire Agreement

By submitting a proposal, the vendor acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements, terms, and conditions. The vendor further agrees that the contract, as outlined in this document is the complete and exclusive statement of the agreement between the parties and superseded all proposals, oral or written, and all other communication between the parties relating to the subject matter of the contract. The contract may be modified only in writing, signed by the vendor and the County. The County reserves the right to disqualify any proposals that take exception to or limit the rights of the County under the requirements, terms, and conditions of the RFP. Furthermore, by providing the County with a proposal based on the RFP, the vendor expressly warrants that the vendor's proposed system will fulfill the requirements of the RFP except as specifically excepted by vendor. Such exceptions affect consideration of determination of the best vendor.

6.7 Conflicts of Interest

No personnel of the Vendor or member of the governing body of any locality, or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the undertaking or carrying out of any such work, shall prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible, or in conflict with the discharge and fulfillment of such person's functions and responsibilities with respect to the carrying out of said work.

Any person who acquires an incompatible or conflicting personal interest, prior to, on, or after the effective date of this Contract, or who involuntarily acquires incompatible or conflicting personal interest, shall immediately disclose that interest to the County in writing. Thereafter, such person shall not participate in any action affecting the work under this Contract, unless the County determines that, in light of the personal interest disclosed, such person's participation in any such action would not be contrary to the public interest.

6.8 Headings

The headings used in this RFP are for convenience only and shall not affect the interpretation of any of the terms and conditions.

6.9 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.

6.10 Compliance with the Law

The Vendor agrees to comply with all applicable federal, state, and local laws in the conduct of the work under this Contract. The Vendor accepts full responsibility for payment of all taxes and insurance, including workers' compensation insurance premiums, unemployment compensation insurance premiums, all income tax deductions, and social security deductions for all work authorized by this Contract.

6.11 Responsibility for Claims

The Vendor agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from any and all liabilities, claims and losses resulting to any person, firm, or corporation who may be injured or damaged by the wrongful or negligent malfeasance, misfeasance, or nonfeasance of the Vendor's employees and the Vendor's products in the performance of the Contract.

6.12 No Additional Waiver Implied

If the County or the Vendor fails to perform an obligation or obligations under the Contract and that failure subsequently is waived by the other party, the waiver shall be limited to the particular failure so waived. Waiver by the County shall not be effective unless it is in writing.

6.13 Default by the Vendor

The County declares and the Vendor acknowledges that the County may suffer damages resulting from the failure of the Vendor to act in accordance with the requirements, terms and conditions of the Contract. The Vendor agrees that the County has not waived any of its rights or remedies concerning the failure of performance by the Vendor unless the County executes a written waiver of rights or remedies.

Unless expressly stated elsewhere in the Contract, the Vendor agrees that it shall correct any failure of performance within ten (10) working days of written, oral or actual notice thereof. If the Vendor does not correct the failure or failures within the ten (10) working days, the failure or its lack of correction shall constitute default on the part of the Vendor.

If, by reason of force majeure, the Vendor is unable in whole or in part to perform under the Contract, the Vendor shall not be deemed in default during the continuance of such inability. As used in this document, the term "force majeure" means without limitation: acts of God; acts of public enemies; insurrection; riots; epidemics; lightning; earthquakes; fire; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. After the force majeure has ceased, the Vendor shall remedy with reasonable dispatch its obligation(s) contained herein.

In the event the Vendor is unable to act in accordance with the Contract for a period of ten (10) working days by reason of force majeure, the County shall have the right at its option to terminate the Contract and retains any part of the system that has been accepted upon payment by the County to the Vendor for such part of the system.

6.14 Vendor Limitation of Liability and Remedies

The Vendor's entire liability and the County's sole and exclusive remedies for claims related to or arising out of the Contract for any cause and regardless of the form of action, whether in contract or in tort, shall be as set forth in the Contract, including all legal and equitable remedies.

In the event of default as defined in Section 6.13, the Vendor agrees to reimburse the County for any actual and direct damages or actual and direct losses incurred by the County. In the event that direct losses or direct damages are uncertain or difficult to ascertain, the Vendor agrees to pay the County liquidated damages in the amount calculated by using the Not to Exceed Fixed Price amount in attachment 2, the Cost Summary, divided by 180 which yields a per day amount. Said payments shall accrue from the first day of a default, until the day that it is agreed to by the Vendor and the County that the default has been remedied, or until 180 days from the first day of default, whichever is sooner. The Board may, in writing, waive or delay the accrual of liquidated damages. In addition, the Vendor agrees that the County shall have the right to terminate the Contract, either in whole or in part, without liability to the County. The Vendor agrees that the calculated amount per day is not a penalty.

No delay or omission to exercise any right or option accruing to the County upon any default 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.

Notwithstanding any language to the contrary, the Vendor shall be liable for any personal injury or damage to real property or tangible personal property, caused by the fault or negligence of the vendor.

6.15 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.

6.16 Assignment

Neither this Contract, nor any rights, duties, nor obligations described in this Contract, shall be assigned by either party without the prior written consent of the other party.

6.17 Cancellation of Contract

The County reserves the right to cancel the Contract at any time, without cause, upon two (2) weeks written notice to the Vendor. At any time should the County be dissatisfied with services received by the Vendor's personnel, the County, in addition to the other remedies set forth in the Contract, shall have the right to request replacement personnel that the Vendor shall provide at no additional cost to the County. The Vendor agrees to honor all such requests and replace personnel within ten (10) calendar days of written notice. The replacement personnel shall be comparably qualified and acceptable to the County, which shall have the opportunity to interview replacement personnel before selection. The County shall have approval as to all personnel replaced under both paragraphs of this Section.

Unless the County terminates the Contract as provided in this section, the Vendor shall not remove any personnel without thirty (30) days prior written notice to the County. The Vendor shall be prepared to replace such personnel. At least two (2)

resumes for replacements shall be supplied within five (5) days of notifications to the County that personnel are being removed or receipt of a request from the County to remove personnel. The Vendor's obligations under the Contract shall continue notwithstanding the fact that Vendor personnel are being removed or receipt of a request from the County to remove personnel. If the Vendor fails to give the notice required by this section, or if the replacement personnel are unacceptable, the County shall have the right to terminate this Contract or demand new personnel as specified above and the Vendor agrees to reimburse the County for all damages and expenses associated with locating replacement personnel. The rights and remedies of the County set forth in this section shall not be exclusive of any other rights or remedies of the County arising under the Contract or by operation of law.

6.18 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. 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.

6.19 Travel Expenses

Any travel or per diem required by the selected Vendor to carry out its obligations under the Contract shall be identified as separate line items wherever they appear in the bid. Prior to the successful vendor performing on-site work, the County will solicit reputable local hotels/motels for a "locked-in" nightly rate for the duration of the contract. The County will then provide the successful vendor with a list of allowable local establishments, and their nightly rates (excluding any taxes), that the vendor can choose from. Should the vendor select an establishment not listed by the County, the vendor is responsible for any additional nightly charges (and associated taxes).

6.20 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 6.21 – Standards of Performance and Acceptance); and
 - c. The Warren County Information Technology Director formally accepts the system as defined in section 6.1 – 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 6.21 – Standards of Performance and Acceptance); and
 - c. The Warren County Information Technology Director formally accepts the system as defined in section 6.1 – Standards of Performance and Acceptance.

6.21 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 notwithstanding Section 6.13 – Default by the Vendor. 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 (Section 6.14 – Vendor Limitation of Liability and Remedies), 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.

6.22 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 6.21 – 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 as defined in Section 6.0 – 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.

6.23 Equal Employment Opportunity

In carrying out the Contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, sex, sexual orientation, age, handicap, or military veteran status. The Vendor shall ensure that applicants are hired, and that employees are treated during employment, without regard to their race, religion, national origin, color, sex, sexual orientation, age, handicap, or military veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth that the Vendor complies with all applicable federal and state nondiscrimination laws. In all solicitations or advertisements for employees placed by or on behalf of the Vendor, the Vendor shall state that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, color, sex, sexual orientation, age, handicap, or military veteran status. The Vendor shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed in this Contract (other than subcontracts for standard commercial supplies or raw materials), and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

Section 7: Software Requirements

Instructions

Included with the request for proposal package are two requirements lists; one for the CAMA with Integrated Tax Accounting System option and one for the Land Management & Inspections System option. As was previously mentioned, offerors may submit a response on either solution or both. The provided lists are Microsoft Excel Spreadsheets. Offerors will complete the “Requirement Response” column for each line item (and the “Qualifier Code(s)” and “Comments” columns when applicable). Offerors will return the completed requirements list(s) 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.

1. Complete the applicable columns for the option(s) being bid on.
2. If the requirement/functionality exists out-of-the-box or through configuration of the system performed during implementation, enter a “Yes” in the “Requirement Response” column for each line item.
3. If your answer to a “Requirement 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 with blank requirement responses will receive no scoring consideration.

Attachments: Required Forms

1. Cover Page & Form of Offeror’s Proposal
2. Cost Summary Form(s)
 - a. Option #1: Required if you are bidding on options 1 or 3
 - b. Option #2: Required if you are bidding on options 2 or 3
 - c. Option #3: Required if you are bidding on option 3
3. Software Requirements Response
 - a. CAMA with Integrated Tax Accounting (Required if bidding on options 1 OR 3)
 - b. Land Management / Inspections (Required if bidding on options 2 OR 3)
4. Delinquent Property Taxes Affidavit (O.R.C. 5719.042)
5. Non-Collusion Affidavit
6. Certificate as to Corporate Principal
7. Civil Rights Compliance
8. Vendor Qualifications Overview
9. Software and Implementation Services Reference Form (*Five (5) references for each product being offered; e.g. Total of 5 if bidding only on option 1, total of 5 if only bidding on option 2, total of 10 if bidding on option 3*)

Addendums: Additional Information

1. Electronic Submission Needs Document (Regional Planning Commission)



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

Sealed proposals for the Request for Proposals for Computer Assisted Mass Appraisal (CAMA) with Integrated Property Tax Accounting and/or Land Management / Inspections Software with Implementation Services will be received by mail to Joshua Miller until 9:00 A.M., May 1, 2018:

Warren County Information Technology

Attn: Joshua Miller

406 Justice Drive

Lebanon, Ohio 45036

Proposal documents may be obtained by contacting Joshua Miller, Business Analyst, Warren County Information Technology, by email at joshua.miller@co.warren.oh.us. Questions regarding the proposal or requests for information should also be directed to Joshua Miller.

This notice is posted on the Warren County Government internet site on the World Wide Web. The Warren County Government website can be accessed by logging onto the internet and typing in the following address <http://www.co.warren.oh.us/commissioners/>. To access proposal information click on the "County Bid Projects" tab and choose the project you wish to obtain information about. Please contact the Warren County Information Technology Department at 513-695-1684 if you have trouble accessing this proposal information.

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

Tina Osborne, Clerk