



LUCAS COUNTY OHIO

INVITATION TO BID

TAX ACCOUNTING/CAMA PROJECT

AUDITOR, REAL ESTATE DIVISION  
COUNTY AGENCY

11-006P  
BID NUMBER

APRIL 26, 2011 AT 2:00 PM (local time)

DATE AND TIME OF BID OPENING

BIDDER MUST COMPLETE THE FOLLOWING:

NAME OF COMPANY OFFICIAL \_\_\_\_\_

OFFICIAL'S SIGNATURE \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE & ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

The Lucas County Board of Commissioners is seeking bids for the **Tax Accounting/CAMA Project through the Lucas County Auditor, Real Estate Division.**

Any bidder submitting a bid must submit a completed bid following the procedure outlined in this Invitation to Bid (ITB) no later than **April 26, 2011 at 2:00 PM (local time)**. All of the sections applicable in the Invitation to Bid shall be read so as to give meaning to all such provisions. However, when there is a conflict in the interpretation between a specification in the Invitation to Bid and sections, the specification in the Invitation to Bid shall take precedence.

**1.0 Legal Framework**

This Invitation to Bid (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this ITB and subsequent contract.

**2.0 Bid Opening**

The bid opening is scheduled for **April 26, 2011 at 2:00 PM (local time)**. All sealed bids received after this time and date, for any reason, will be rejected. The opening of the sealed bids will take place at the Lucas County Support Services, Purchasing Division, One Government Center, Suite 480, Fourth Floor, Toledo, Ohio 43604-2247

**3.0 Bid's Bid Bond Requirement**

A bid bond in the amount of **Five Per Cent (5%) of the Bid Total** must be included with each bid or be disqualified. The bond is to be in the form of a surety bond, certified check, cashier's check, or money order from a solvent bank, or savings and loan association with the Lucas County Board of Commissioners identified as the obligee. Bonds will be returned to unsuccessful bidders within thirty days of contract award. Bonds will be returned to the successful bidder within 30 days of receipt of goods.

**4.0 Pre-Bid Conference**

<input type="checkbox"/>	Applicable if box is checked
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**No Pre-Bid Conference is scheduled for this project.**

**5.0 Prevailing Wage**

<input type="checkbox"/>	Applicable if box is checked
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**Prevailing Wage does not pertain to this ITB.**

**6.0 Administrative Requirements**

By submitting a bid, the bidder will be held accountable to know the specifications and conditions under which this contract will be accomplished. This includes the contents of all proposal documents, regulations, and applicable laws.

Each bid will be submitted in a clearly marked sealed container or envelope, with the project title, Bid #, date and time of bid opening marked clearly on the outside of the package. If a selected bidder chooses not to submit a bid, the bid should be returned and marked "No Bid" for the project title, Bid #, date and time of bid opening on the envelope or package. All bids must be sent to:

**Lucas County Support Services, Purchasing Division  
One Government Center, Suite 480  
Toledo OH 43604-2247**

The entire set of completed ITB documents must be returned intact and in the following order:

- a. Original completed Request for Bid (ITB) and **one (1) copy**; this includes any amendments applicable to this ITB.
- b. Completed Affidavits: (1) Delinquent Property Tax, (2) Non-Discrimination, (3) Non-collusion, (4) No Findings for Recovery, (5) Compliance Affidavit for Businesses, (6) Transparency Purchasing Policy Disclosure, (7) Sweatfree Affidavit and (8) Living Wage Affidavit; all signed by your legally authorized representative and notarized and (9) Government Business and Funding Contracts.
- c. Bid Bond - Separated from (ITB) and Marked "Bid Bond", your Company's Name, Project Title and Bid Number. **The bid bond is mandatory.** A bidder will be disqualified if the bid bond is not submitted.
- d. The ITB Pricing Response Form completed in its entirety **(Section B).**

Faxed transmissions of bid are unacceptable. Sealed bids received through the mail after the specified date and time will also be returned.

Lucas County reserves the right to postpone the bid opening for its convenience. Bidders are required to submit firm and fixed prices in the format specified on the pricing sheet **(Section B)**. When there are errors in multiplication or addition in a bid, the unit price quoted will be used for calculating the correct total bid. If the error is in the unit price, the bid will be automatically disqualified.

All bid pricing will be valid for 60 (sixty) calendar days from the bid opening date to permit adequate evaluation of bid responses.

Lucas County may make this award as a whole or on a partial basis, based on the individual bid specifications.

The Board of County Commissioners does not obligate itself to purchase the full quantities indicated and the unit price bid must be effective if purchase is less. Conversely, the Board's requirements may be in excess of the quantities shown and the successful bidder shall be required to furnish all requirements under the specification at the unit price bid for an agreed period of time.

Lucas County does not assume any late payment penalties. No condition will alter this statement.

Ohio Revised Code sections 307.90 and 307.91 permits Lucas County to reject all bids, waive technicalities, and to amend the original estimate and to advertise for new bids on the required items, products or services. Lucas County reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful bidder against Lucas County.

Bidders may withdraw their bids at any time prior to the bid opening date. After the bid opening, bidders may only withdraw their bids as provided in Section 9.31 of the Ohio Revised Code. Withdrawal of a bid after a bid opening exposes a bidder to legal liability for sanctions, including costs for re-bid, or may result in a bid being awarded to the next lowest bidder. Bidders failing to respond to all requirements specified in this ITB may result in the rejection of the bid.

Questions regarding the specifications outlined in this ITB should be directed in writing to:

Lynn DiPierro	Voice: (419) 213-4509
Support Services Manager	Fax: (419) 213-4533
One Government Center, Suite 480	
Toledo OH 43604	

Bidders should carefully review all elements of their bids. Once opened, bids may not be altered. Each response in regard to this ITB shall be completed, self-contained and meet the requirements of the ITB. The County may initiate clarifications after the bid opening. However, these clarifications will not constitute an alteration of the bid submitted.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the Bidder in interpreting the bid requirements. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the successful Bidder will be required to furnish the particular item referred to in the bid specifications unless a departure or substitution is clearly noted and described in the proposal shown to be compatible with the specifications and accepted by the Board. Lucas County reserves the right to be the sole judge of suitability and fitness of the product bid.

Any deviations from the specifications must be clearly detailed on the exception form. **(Section C)**

If any items being bid have an expiration date, items delivered cannot be expired and must carry a good date for at least 6 (six) months after receipt.

There will be no incidental charges for services. If Lucas County has left any information out of these specifications where the Vendor would foresee additional charges/fees, bidder must include that information on the attached exception form.

All materials in the bid will become the property of Lucas County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC Section 149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC Section 149.43.

Additional information, such as brochures, glossies and or promotional materials, is to be provided in a separate section at the back of the response.

**6.1 Additional Administrative Requirements - Compliance with Support Order(s)**

Financial responsibility, integrity, and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem, which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders must submit the completed "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five (25%) percent or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's /contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, (419) 213-3106, regarding this requirement should they have questions.

**6.2 Additional Administrative Requirements - Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA) Section 9.08**

Ohio Revised Code Section 2909.21 Terrorism requires that any contract that will result in an Offeror receiving funding in an aggregate amount greater than \$100,000 annually shall certify that it does not provide material assistance to any organization on the United States Department of State Terrorist exclusion list. Prior to award of the contract, the successful Offeror shall complete the DMA Form (Section A).

Affixing a signature on the Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization form of the Proposal, the Offeror certifies that it does not provide material assistance to any organization on the list, and that failure to complete the form or answer "yes" to any question shall serve for the purposes of this affidavit as a disclosure of the provision of assistance to an organization that is listed on the terrorist exclusion list (Section A).

**7.0 Contract Administration**

The Lucas County Purchasing Department will administer the contract.

**8.0 Bid Evaluation Criteria and Award**

An award will be made to the provider who is considered lowest and best bid for the County's needs.

Lucas County Board of Commissioners reserves the right to reject any and all bids, to waive minor technicalities and to request a re-bid through the bid process. Lucas County reserves the right to conduct site visits of proposed facilities (at County expense) to determine capability of the bidder to perform.

**9.0 Bid Alterations, Amendments, and Alternate Bids**

No alterations, additions (alternate bids), or exceptions to the specifications contained herein are permitted except by amendments issued by the Lucas County Purchasing Department to all bidders that have received an ITB.

During the bid process, bidders may be furnished certain amendments covering additions or deletions to the ITB documents. Amendments will be included in the scope of work and will become a part of contract documents. Amendments may be issued up to seventy-two (72) hours preceding the bid opening date, excluding weekends and holidays.

Any prospective bidder desiring an explanation or interpretation of the ITB or specifications must request it in writing soon enough to allow a reply to reach all prospective bidders before

the submission of their bids but no later than 5 (five) business days prior to the bid opening. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning the ITB will be furnished promptly to all other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

**10.0 Equal Opportunity Provisions Required**

All bidders must be willing to enter a contract containing the express language contained in Section 125.111 of the ORC, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by Section 153.59 of the Revised Code in the case of construction contracts by which the bidder agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract no bidder or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no bidder, subcontractor, or any person acting on behalf of any bidder or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin or ancestry.

All bidders who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Section 122.71 of the Revised Code. Annually, each such bidder shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under Section 122.92 of the Ohio Revised Code.

**11.0 Insurance Requirements**

If bid specifications require performance of labor for Lucas County, seller must agree to indemnify and protect Lucas County

against all liabilities, claims, or demands for injuries or damages to any person or property growing out of the performance of this contract, by seller, its servants, employees agents or representatives. Prior to issuance of purchase order, the successful bidder must furnish an Insurance Carrier's Certificate showing that the seller has adequate worker's compensation, public liability, and property damage insurance coverage in accordance with the "County of Lucas Contractor Insurance" page of the bid document.

**12.0 Contract Term and Extension**

The successful bidder's Support Services and Implementation Work Plan submission may define the term of the resulting contract. The exact contract commencement date, completion date, and option periods will be set forth in the contract and resolution approving the contract as adopted by the Lucas County Board of Commissioners.

**13.0 Invoices**

The bidder will be required to submit invoices in triplicate (one original and two copies) to the "invoice to" address identified in the purchase order used to issue orders against this contract. The bidder's Federal Tax Identification Number should appear on all statements and invoices.

Invoices must include the following:

- Name and address of bidder
- Invoice remittance address as designated in the contract & description including:
  - Billing period
  - Location
  - Unit Code (must match bid)
  - Calculated extended cost
  - Description of item purchased
  - P. O. or Contract #

**14.0 Assignment/Subcontractor**

Neither the contract nor any rights, duties or obligations described herein will be assigned by either party hereto without prior express, written consent of the other party. The contract will be made pursuant to the bid submitted by the bidder. The contract will be based on the bidder's qualifications and responsibilities. The bidder will not sublet or assign the contract nor shall any subcontractor commence performance of any part of the work included in the resulting contract, without the previous written consent of Lucas County.

**15.0 Taxes**

Lucas County does not pay local, state or Federal taxes. If requested, the bidder will be furnished with an exemption certificate.

**16.0 Permits/Codes**

The selected bidder is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or bidder shall have obtained a legal waiver.

**17.0 Compliance with the Law**

The bidder must agree to comply with all applicable Federal, state, and local laws in the conduct of the work specified in this ITB including applicable state and Federal laws regarding drug-free work places. The bidder will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security Deductions, and any other taxes or payroll deductions required for all employees engaged by the bidder in the performance of the work specified in this ITB.

**18.0 Pricing**

Bidders are expected to quote firm and fixed prices on a per unit basis, in the format specified in **(Section B)**. The successful bidder will not change the unit price or the scope of work during the contract period or any extension periods, however, should the bidder receive a decrease in overall costs associated with the commodity, this provision shall allow for modification of the existing contract to decrease the price.

Bidders must utilize pricing forms supplied in this document contained with **(Section B)**.

It is the County's intent to establish a contractual arrangement for specified commodity or service. Any services not specifically named on the pricing pages are to be named and priced on Additional Response Area **(Section C)**. Additional pricing may be submitted on subsequent pages so long as presented in a manner consistent with supplied format.

There will be no incidental charges for services. If Lucas County has left any information out of these specifications where the Bidder would foresee additional charges/fees, the bidder must include that information on the exception sheet found in **(Section C)**.

**19.0 Termination for Convenience**

Lucas County reserves the right to terminate the resulting contracts for its convenience by giving the bidder 30 (thirty) days written notice. Lucas County reserves the right to

terminate during the contract period or any subsequent renewal period.

**20.0 Termination for Default**

Lucas County may terminate the contract at any time the bidder fails to carry out its provision under the terms and conditions of the specified contract after issuance of a cure notice. The bidder will have thirty days after notice of required improvement to make necessary corrections. If, after such notice, the bidder fails to remedy the conditions, Lucas County will issue an order to stop work immediately and terminate the contract without obligation.

**21.0 Non-Acceptance Criteria for Work, Materials and Service**

No certificate of payment, no provision in the bidding documents, or any partial shipment of materials or entire occupancy of government shall constitute an acceptance of work, materials or service not done or provided in accordance with the contract documents, or relieve the bidder of liability for any express or implied warranties or responsibility for faulty materials or workmanship. The bidder shall remedy any defects in the work, material or service and pay for any other resulting damage to other work, material or equipment which appears within one year of final acceptance of the work, materials, or service unless a longer period is elsewhere specified. Nothing stated herein should relieve the bidder of common law liability for latent defects, which may appear after the expiration of the warranty period.

**22.0 Performance Requirements**

The delivery of any material, equipment, or the performance of any service that does not conform in all respects to the specifications will be rejected and the Board of Commissioner's representative and reasons for the rejection shall notify the Bidder. If the Bidder fails to make immediate replacement of such rejected material, equipment or service meeting the specifications, the Board of Commissioners will procure in the open market materials, and equipment, or hire labor of the quality required to meet the specifications up to the value rejected and the Bidder and his surety shall be liable to the Board of Commissioners for the total costs of the correction. The Board of Commissioner's performance of the work, when the Bidder is not doing the work in accordance with the specifications of the contract, shall result in a claim against the bidder for all costs and damages which will be allowed by reason of such non-performance.

If the Bidder defaults or neglects to carry out the work in any respect in accordance with the contract documents and fails to correct the default, except where an extension of time is granted in writing by the County, the County upon written notice to the Bidder may, without prejudice to any other remedies the County may have, make the correction required. If the default or

neglect results in a threat to the safety of persons or property, the Bidder must immediately commence to correct such default or neglect upon written or oral notice.

**23.0 Indemnification**

The Bidder awarded this contract shall assume the defense of, indemnify, and save harmless the County or any authorized political subdivision receiving services under this contract from any claims or liabilities of any type or nature to any person, bidder, or corporation arising in any manner from the bidders performance of the work required under this contract and shall pay any judgment obtained or growing out of said claims, liabilities, or any of them.

**24.0 Non-Appropriation of Funds**

Bidders are advised that although the term of this contract may span several fiscal years, this contract is contingent upon the County budgeting and appropriating the funds necessary for the continuation of this contract in the current year. In the event that the funds necessary for the continuation of this contract are not approved for expenditure in any year, this contract shall terminate on the last day of the fiscal year in which funding was approved, with no penalty to the County.

**25.0 Co-Op Opportunities**

ORC 9.48 allows any county to participate in contracts of other counties or townships in the acquisition of equipment, materials, supplies or services using the same terms, conditions and specifications and same or lower price.

Lucas County may permit authorized counties, townships or municipalities here after referred to as political subdivisions, to participate in contracts that Lucas County has entered into for the purchase of certain supplies, services, materials and equipment. Upon contract award, authorized political subdivisions are approved to order directly with the supplier. All invoices for such purchases must be sent directly to the ordering political subdivisions' billing address. Under no circumstances is Lucas County obligated to that political subdivision's financial commitments.

COUNTY OF LUCAS CONTRACTOR INSURANCE

21 INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly employed by any of them, or by any one for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability, benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, sickness or disease or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21.2 Certificate of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK naming OWNER as additional insured. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 Comprehensive General Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations-Products, Automobile Bodily Injury and Property Damage, owned and non-owned and hired vehicles and Owner's Protective Liability. The latter policy shall name as the insured the OWNER. If excluded from CONTRACTOR'S standard coverages, the following shall be deleted for policies provided under the CONTRACT DOCUMENT EXCLUSIONS: (1) "Underground Operations" (2) "Third Party Beneficiary" and (3) "Collapse" - where exposure is determined. Bodily Injury Liability and Property Damage Insurance shall cover the use of "Explosives" if used in performance of the CONTRACT. Insurance should be placed with a carrier with an AM Best Rating of at least an A-.

The types and **minimum** limits of insurance shall be as follows:

Commercial General Liability Insurance -  
General Aggregate Limit - \$2,000,000  
Products-Completed Operations-

Aggregate Limit - \$2,000,000  
Personal and Advertising  
Injury Limit - \$1,000,000  
Each Occurrence Limit - \$1,000,000  
Comprehensive Automobile Liability  
Bodily Injury & Property Damage Liability Limit  
Each Occurrence - \$1,000,000

The above minimum coverages may be obtained through the primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause such SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22. INDEMNITY

22.1 PROFESSIONAL LIABILITY

Relative to any and all claims, losses, damages, liability and costs, the CONTRACTOR agrees to indemnify and save the County of Lucas, its officials and employees (herein after "County") harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the CONTRACTOR or its employees.

22.2 NON-PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the County of Lucas, its officers, officials and employees (hereinafter "County"), or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the acts or omissions of the CONTRACTOR, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by the acts or omissions of the CONTRACTOR, any subCONTRACTOR(s) of the CONTRACTOR, its agents, or anyone directly employed by them or anyone whose acts they may deem liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph 22.2. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by Ohio Revised Code Section 2305.31.

22.3 It is expressly understood and 'agreed that these indemnification obligations are enforceable to the full extent permitted by Ohio Revised Code Section 2305.31. In any and all claims against the County by any employee of the CONTRACTOR, and any subCONTRACTOR(s) of the CONTRACTOR, agent or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONTRACTOR hereby expressly waives the immunity provided to CONTRACTOR by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code Section 4123.74 and 4123.741, all regarding worker's compensation immunity, so that this indemnification obligation may be enforced by the County of Lucas against CONTRACTOR in those instances.

22.4 If the CONTRACTOR subcontracts with the County, the CONTRACTOR shall require its subCONTRACTORS to indemnify the County of Lucas in accord with Article 22.

22.5 CONTRACTOR Responsible - The CONTRACTOR expressly understands that the insurance requirements as outlined above are minimum requirements to be met under the contract and does not in any manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liability of the CONTRACTOR and/or its subCONTRACTORS.

**THE FOLLOWING MUST BE INCLUDED (IN THE SPECIFIED AREAS) ON ALL INSURANCE CERTIFICATES:**

DESCRIPTION OF THE PROJECT AND LOCATION: you may use a generalized listing of the duties to be performed under this certificate of insurance. Example: "Projects Executed for the Board of Lucas County Commissioners."

CERTIFICATE HOLDER: Board of Lucas County Commissioners, One Government Center, Suite 800, Toledo, Ohio 43604-2247.

**SECTION A - AFFIDAVITS**

DELINQUENT PERSONAL PROPERTY TAX STATEMENT  
(O.R.C. Section 5719.042)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for \_\_\_\_\_  
(BID TITLE)

to the Board of Lucas County Commissioners on \_\_\_\_\_ that  
(DATE)

\_\_\_\_\_ was / was not charged with delinquent  
(NAME OF COMPANY) (CIRCLE ONE)

Personal Property Taxes by the Lucas County Auditor.

(If Personal Property Taxes are delinquent, complete the following section)

The amount of delinquent Personal Property Taxes due Lucas County is  
\_\_\_\_\_ and unpaid penalties and interest are \_\_\_\_\_.  
(AMOUNT) (AMOUNT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:

(Date) \_\_\_\_\_

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that  
(Name)

he/she is \_\_\_\_\_ of \_\_\_\_\_ the party  
(Title) (Company)

that made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provision of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the owner.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Company/Corporations)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip Code)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal)

\_\_\_\_\_  
(Notary)

My Commission Expires:

\_\_\_\_\_  
(Date)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF LUCAS, SS:

\_\_\_\_\_ being first duly SWORN, deposes and says that he is the \_\_\_\_\_ or authorized representative of \_\_\_\_\_ or is the party submitting this bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure any advantage against the County of Lucas or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

\_\_\_\_\_  
(Affiant Signature)

\_\_\_\_\_  
(Affiant Title)

SWORN to before me and subscribed in my presence  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(Date) (Month) (Year)

\_\_\_\_\_  
(Notary Public)

(SEAL)

My Commission Expires

\_\_\_\_\_  
(Date)

NO FINDINGS FOR RECOVERY AFFIDAVIT

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for \_\_\_\_\_  
(BID TITLE)

to the Board of Lucas County Commissioners on \_\_\_\_\_ that  
(DATE)

\_\_\_\_\_ has / has no unresolved  
(NAME OF COMPANY) (CIRCLE ONE)  
finding for recovery from the State Auditor per Ohio Revised Code  
Section 9.24.

(If there is unresolved finding for recovery from the State Auditor ,  
complete the following section)

The amount of unresolved finding for recovery due the State Auditor is  
\_\_\_\_\_ and unpaid penalties and interest are \_\_\_\_\_.  
(AMOUNT) (AMOUNT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:  
\_\_\_\_\_

**Additional Administrative Requirements  
Compliance with Support Order(s)**

Financial responsibility, integrity and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders **must submit** the **completed** "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five percent (25%) or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's/contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, 419-213-3106, regarding this requirement should they have questions.





LUCAS COUNTY SWEATFREE AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, ss:

Personally appeared before me the undersigned, as an individual or as a representative of

\_\_\_\_\_ for a contract for \_\_\_\_\_  
(Name of Entity) (Type of Product or Service)

to be let by the Board of Commissioners, Lucas County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to the Lucas County Sweatfree Procurement Policy and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. Name, physical address, phone number and contact persons for each production facility that will be involved in the production of goods or the provision of services.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. I have personal knowledge of the information contained in section 1 or I have obtained such information from any resale entity.

3. I understand my obligation to ensure that all applicable production facilities adhere to the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy.

4. I understand that if Lucas County, the State and Local Sweatfree Consortium, and/or an independent monitor find any of the production facilities listed above to be out of compliance with any of the provisions of Section IV of the Lucas County's Sweatfree Procurement Policy, and I fail to take all reasonable steps as specified by and/or its designee(s), I will be deemed out of compliance with the sweatfree code of conduct as defined in the Lucas County Sweatfree Procurement Policy.

5. I have furnished a copy of the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy to each production facility named in paragraph 1 and to each relevant subcontractor and I have instructed each subcontractor to furnish the code of conduct to each relevant production facility.

**BIDDER:**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Sworn to before me and subscribed in my presence by the above named person this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

LUCAS COUNTY LIVING WAGE AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, ss:

Personally appeared before me the undersigned, as an individual or as a representative of

\_\_\_\_\_ for a contract/public incentive for  
(Name of Entity)

for \_\_\_\_\_  
(Type of Product, Service or public incentive)

to be awarded by the Board of Commissioners, Lucas County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to the Lucas County Living Wage Procurement Policy and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. I have personal knowledge of the information contained herein.
2. Number of employees. \_\_\_\_\_
3. Is the company/entity a non-profit? YES \_\_\_\_\_ NO \_\_\_\_\_
4. Are employees paid a wage equivalent to at least 110% of the most recent federal poverty guidelines for a family of four, as defined by the Department of Health and Human Services and adequate healthcare coverage as defined in the Commissioners Living Wage resolution? YES \_\_\_\_\_ NO \_\_\_\_\_
5. If no healthcare coverage is provided, are employees paid a wage equivalent to at least 130% of the most recent federal poverty guidelines for a family of four, as defined by the Department of Health and Human Services? YES \_\_\_\_\_ NO \_\_\_\_\_

**BIDDER:**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Sworn to before me and subscribed in my presence by the above named person this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_



Ohio Department of Public Safety  
 Division of Homeland Security  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
 In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME				
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
PHONE NUMBER				

<b>DECLARATION</b>	
In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code	
For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.	
1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  
 Yes  No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Revised November 24, 2010

**Current List of Designated Foreign Terrorist Organizations**

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group (ASG)
3. Al-Aqsa Martyrs Brigade (AAMS)
4. Al-Shabaab
5. Ansar al-Islam (AAI)
6. Asbat al-Ansar
7. Aum Shinrikyo (AUM)
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA)
10. Continuity Irish Republican Army (CIRA)
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)
14. Harakat ul-Mujahidin (HUM)
15. Hizballah (Party of God)
16. Islamic Jihad Union (IJU)
17. Islamic Movement of Uzbekistan (IMU)
18. Jaish-e-Mohammed (JEM) (Army of Mohammed)
19. Jemaah Islamiya organization (JI)
20. Kahane Chai (Kach)
21. Kata'ib Hizballah (KH)
22. Kongra-Gel (KGK, formerly Kurdistan Workers' Party, PKK, KADEK)
23. Lashkar-e Tayyiba (LT) (Army of the Righteous)
24. Lashkar i Jhangvi (LJ)
25. Liberation Tigers of Tamil Eelam (LTTE)
26. Libyan Islamic Fighting Group (LIFG)
27. Moroccan Islamic Combatant Group (GICM)
28. Mujahedin-e Khalq Organization (MEK)
29. National Liberation Army (ELN)
30. Palestine Liberation Front (PLF)
31. Palestinian Islamic Jihad (PIJ)
32. Popular Front for the Liberation of Palestine (PFLP)
33. PFLP-General Command (PFLP-GC)
34. al-Qaida in Iraq (AQI)
35. al-Qa'ida (AQ)
36. al-Qa'ida in the Arabian Peninsula (AQAP)
37. al-Qaida in the Islamic Maghreb (formerly GSPC)
38. Real IRA (RIRA)
39. Revolutionary Armed Forces of Colombia (FARC)

40. Revolutionary Organization 17 November (17N)
41. Revolutionary People's Liberation Party/Front (DHKP/C)
42. Revolutionary Struggle (RS)
43. Shining Path (Sendero Luminoso, SL)
44. United Self-Defense Forces of Colombia (AUC)
45. Harakat-ul Jihad Islami (HUJI)
46. Tehrik-e Taliban Pakistan (TTP)
47. Jundallah

**SECTION B – SPECIFICATIONS & PRICING**

**Note To Bidder:** Additional information regarding detail specifications for the software are contained on the CD which accompanies this Invitation To Bid. The CD can be requested by contacting the LCIS Help Desk @ 419-213-4037 or via email [LCISHelpDesk@co.lucas.oh.us](mailto:LCISHelpDesk@co.lucas.oh.us)

## 1.0 GOAL OF THE PROJECT

The Lucas County Auditor and Treasurer, hereinafter called "Lucas County", desire to replace their property appraisal and tax accounting computer systems with a fully integrated enterprise solution for both real estate parcels and manufactured homes. This Invitation to Bid (ITB) is issued to solicit qualified, experienced, financially sound, and responsible firms who will work towards a successful completion of this goal as described in the detail that follows.

## 2.0 COUNTY OVERVIEW

Lucas County is located in northwest Ohio with a population of approximately 450,000 people and a size of 431 square miles. There are approximately 205,000 Real Estate parcels with a total taxable value (35% Value) of over \$22.2 billion. The residential sector comprises over \$16.4 billion in taxable value with approximately 175,000 parcels; the commercial sector comprises over \$5.8 billion in taxable value with approximately 30,000 parcels. There are approximately 4,500 mobile/manufactured homes; approximately 3,500 are taxed in the Real Estate System with a taxable value of \$11.3 million and approximately 1,000 are still taxed as Personal Property with a taxable value of \$1.8 million.

The valuation and tax collection functions are performed by the County Auditor and Treasurer. The majority of the valuation and assessment functions are currently completed with in-house appraisal staff.

There will be approximately 200 functional users of the System. This does not include an unlimited number of people accessing the System through some type of Public Access portal.

## 3.0 CURRENT SYSTEMS

### Internal Systems

The majority of the systems that are currently in place to handle Tax Accounting and CAMA functions within Lucas County are maintained by in-house staff. The two major systems are as follows:

- HP Tax Accounting  
The majority of the Tax Accounting data (both Auditor's and Treasurer's) is stored on an HP3000 Mainframe in a TurboImage database with COBOL screens for the interface. There are a few additional Visual Basic 6.0 screens that interface with the HP data. The COBOL screens are accessed with Minisoft, a terminal emulator application.
- CAMA (Computer Assisted Mass Appraisal)  
The majority of the Auditor's CAMA and appraisal data is maintained in a system that was fully designed and developed by in-house staff. The data is stored in ORACLE, and the front-end screens are written in Visual Basic 6.0. The majority of the reporting is developed with Crystal Reports.

**Refer to the Attachments Section contained on the accompanying CD to this ITB for detail information. If you have not already received a CD, you may request one by contacting the LCIS Help Desk at 419-213-4037 or via email [lcishelpdesk@co.lucas.oh.us](mailto:lcishelpdesk@co.lucas.oh.us)**

### Third-Party Systems

There are several third-party systems currently in place within Lucas County that a new System will need to interface. These points of integration are documented in more detail within Appendix A and associated attachments, in addition to these general descriptions:

- Hyland OnBase Imaging  
This is the product that Lucas County has standardized on for all Document Imaging functionality. Hyland currently provides a few different mechanisms to integrate Document

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Imaging into existing applications. The vendor will need to demonstrate the willingness and ability to integrate existing and new document imaging data with the Tax Accounting/CAMA system.

- PeopleSoft  
This is the product that Lucas County has standardized on for all Financial/HR/Payroll functions. The vendor will need to address the possibilities for creating an interface or integration to transfer financial information (payments, distributions, advances, etc.) and perform reconciliation functions between Tax Accounting and Finance.
- PCI RCS Cashiering  
This is the product that the Lucas County Auditor and Treasurer have standardized on for cashiering and processing all payments received in the Office. The vendor will need to demonstrate the ability and willingness to integrate with this system and eliminate any duplicate entry between the two systems. There must also be reconciliation functions between the two systems to ensure that all payments processed by the PCI RCS Cashiering system have been accounted for in the Tax Accounting System and ultimately accounted for in PeopleSoft Financials. If the Vendor cannot interface with the current Cashiering System, then they must provide an alternative that provides that same or a better level of functionality.
- Unisys Check Processing  
This is the system that the Lucas County Treasurer has standardized on for processing all of their checks. The vendor will need to demonstrate the ability and willingness to integrate with this system. There must also be reconciliation functions between the two systems to ensure that all payments processed by the Unisys unit have been accounted for in Tax Accounting System.
- ESRI  
This is the product that Lucas County has standardized on for all GIS/spatial data storage and manipulation. The Lucas County Auditor has a mature and established GIS. All spatial data is stored in an ESRI SDE Database with a Microsoft SQL Server backend. The GIS cadastral map layers are the official Tax Map for the Engineer. The Auditor is in the process of implementing the ArcGIS Server technology. The vendor will need to demonstrate the ability and willingness to integrate their system by utilizing ArcGIS Server Services.
- Pictometry  
Pictometry is the product used to view oblique orthophotography. Currently, the applications used to view the images are proprietary. The vendor will need to demonstrate the ability and willingness to integrate their system with the Pictometry applications and data.
- GroupWise Email  
This is the email product that Lucas County has standardized on for all internal and external email correspondence. The System should be able to interface with GroupWise or any other SMTP standard email system.

#### **4.0 GENERAL SYSTEM REQUIREMENTS**

One of the Auditor's primary roles is to appraise and value Real Property and Manufactured Homes. The Auditor's Office is also responsible for creating and maintaining the Tax Duplicate in compliance with the Ohio Revised Code. It is the Treasurer's duty to collect taxes and disburse all revenues in a timely, equitable, efficient, and responsible fashion. The Treasurer must also invest County funds in compliance with all federal and state laws in a manner that seeks to ensure the preservation of capital, maintain sufficient liquidity to meet all current obligations of the County, and attain or exceed a market rate of return throughout budgetary and economic cycles. The two Offices work in conjunction to provide a system of financial checks and balances.

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The major functions to be addressed within the confines of this ITB include:

**Auditor – Parcel Valuation**

The Auditor is the County Assessor. The Office is responsible for maintaining all information and attributes necessary to calculate a fair and equitable value for all Real Estate and Manufactured Homes.

**Auditor – Parcel Ownership and Administration**

The Auditor is responsible for maintaining Real Estate and Mobile Home parcel information and ownership. The Auditor must also maintain parcels and parcel boundaries in coordination with the County Engineer. The office also maintains other administrative data such as Exemption programs and Forfeited Land Sales.

**Auditor – Tax Duplicate Creation/Maintenance**

The Auditor is responsible for creating and maintaining the Real Property and Manufactured Home Tax Duplicate and settling and distributing all collected monies to the appropriate taxing authorities.

**Treasurer – Billing/Payments**

The Treasurer is responsible for maintaining billing addresses, creating and distributing tax bills, and collecting payments for Real Estate and Manufactured Homes (current and delinquent accounts). They also handle the deposit of monies into the appropriate County Bank accounts.

**Treasurer/Prosecutor – Delinquent Maintenance and Foreclosure**

The Treasurer is responsible for assessing penalty and interest on delinquent accounts and collecting delinquent taxes. They also initiate Tax Foreclosure or Tax Lien Sales for parcels that have maintained a consistent delinquent status. The Treasurer works in conjunction with the County Prosecutor to maintain information about Foreclosed properties and process Foreclosures.

In addition to the general functional requirements as stated above, the system should satisfy the following general technical requirements:

- The system must be thin-client and accessible from a browser with minimal installation of ActiveX controls or comparable technology.
- The system must be able to run on an Intel-based system with a Microsoft operating system of Windows Server 2003 or higher.
- The system must accommodate both test and development environments for the purpose of quality assurance prior to production migration.
- SQL Server 2008 database platform is preferred in order to maximize in-house staff support.

**For more detail information regarding functional and technical requirements, refer to Appendix A of this ITB and its associated attachments on the accompanying CD. If you have not already received a CD, you may request one by contacting the LCIS Help Desk at 419-213-4037 or via email [lcishelpdesk@co.lucas.oh.us](mailto:lcishelpdesk@co.lucas.oh.us)**

## 5.0 GENERAL PROJECT REQUIREMENTS

It is expected that the bidder will have substantial successful experience in implementing the selected tax accounting software in medium to large county environments. A successful implementation is one where the system was implemented in production on schedule and within budget and supports the county's day-to-day business functions. The bidder is expected to provide guidance and experience with the selected software as well as evidence of its ability to work as a partner with Lucas County throughout the implementation of the system. The following list of implementation services is representative of the services that will be required from the contract arising from this ITB document:

- Project planning and organizational assistance,
- Software setup and configuration,
- Technical and functional/business consultancy,
- Custom software design, analysis, programming, & testing (if necessary),
- Performance tuning for both the database server as well as the system software,
- Legacy data conversion assistance,
- Interface development and implementation assistance,
- Security consulting and configuration
- E-commerce and electronic workflow consulting
- Technical and functional/business training
- Documentation
- Production deployment,
- Change management and process improvement for business workflow,
- Post-implementation support

### **Software Customization**

Where software modifications are required to meet the business and/or system requirements, a detailed specification of such changes, including a clear definition of scope, flowcharts, workflow impact and/or logic flow, and database changes will be included. Custom software development time, cost and delivery schedules will be included in the proposal.

All customized software must be fully supported and maintained by the bidder except where otherwise noted in the proposal. Customized versions of all modules, scripts, triggers, forms, reports and other software must be delivered to the County or put in escrow as outlined in **Section 6: Source Code Escrow** of this ITB. The County requires that all customized software delivered, tested and accepted become part of the core product maintenance in compliance with all other application and system software.

### **Enhancement & Development**

The bidder shall submit a description of the bidder's commitment to ongoing development of the Tax Accounting/CAMA System. The bidder shall describe, at a minimum, number of development staff, skills and credentials of development staff, user community input to the development process, proposed schedule for future software releases, and procedures for handling special requests for enhancements, costs for standard software updates, and costs related to special requests for enhancements.

### **Data Migration Requirements**

The proposed system requires data migration from the existing Tax Accounting and CAMA software systems, and all other necessary ancillary systems and spreadsheets. The bidder's proposal must describe the scope of the data migration needed to properly populate, manage, administer and fully use the application software proposed.

The successful bidder will be required to develop a Migration Plan. The vendor shall be responsible for mapping existing Tax Accounting/CAMA data to the new System with assistance from Lucas County staff. Specifically, the vendor will outline a data migration strategy that must include a data-mapping document

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as part of the Migration Plan. The data mapping document will include field names and file names in the existing Tax Accounting/CAMA system and the corresponding field and table names in the new System. The Migration Plan will include steps, time and materials necessary for migrating data from the existing Tax Accounting/CAMA systems to the new System. The plan will identify data that cannot be used in the new system as well as data that must be manually entered. The plan must identify any conflicts between the proposed system and the existing data fields and types in the current operating environment that result in an incompatibility between the current and proposed systems. The vendor should make recommendations to alleviate any incompatibility issues. The plan must provide for complete data conversion and verification of all data that is converted into the new system.

Currently all Real Estate data is stored in multiple data sources, but can be provided in a flat file format by the County.

**Workflow Analysis**

The bidder shall conduct a workflow analysis of the work environment at the offices of the Lucas County Auditor and Lucas County Treasurer for the installation of the Tax Accounting/CAMA system. This analysis will include all functions of the Offices relating to Real Estate and Manufactured Home administration, valuation and taxation. The analysis shall consist of the review and verification of the current or "as-is" workflow analysis prepared for the publication of this ITB and contained within the attachments.

**Implementation Plan**

The vendor will need to provide a project plan and timeline for the implementation and migration to the new Tax Accounting/CAMA System. Due to the comprehensive nature of this project, it will need to be a phased approach that will allow for adequate time to test and implement each of the modules. This project plan will need to take into account current staffing levels and provide recommendations/requirements for future staffing. The plan will also need to take into account the upcoming 2012 revaluation.

The implementation of the Tax Accounting System must be coordinated around the Tax Duplicate and Tax Collection cycles. Final implementation of the Tax Accounting portion must occur either when the Tax Duplicate is created and 1st half is opened, or when the 2nd half is opened. Lucas County strongly prefers to implement before the 1<sup>st</sup> half Collection. The implementation plan should reflect these critical milestones. There is more flexibility in the timeframe for the CAMA portion of the system. The plan must also include recommendations for dual entry and parallel testing of the new systems.

**Project Management**

Bidder shall provide descriptive detail of the bidder's project management methodologies. This description should include, at a minimum, credentials of personnel assigned to manage the project, software and other tools utilized, sample documents, and management controls used to complete the project on time and on budget.

Lucas County reserves the right to request an alternative resource in the event that the performance of the current resource is not acceptable to County staff.

The Vendor will provide a monthly written report of progress, showing 1) Actual work done and 2) Current overall project progress in comparison to actual work plan milestones, deliverables and dates. Reasons for differences must be brought forward and tabled for resolution. Monthly reports are to be submitted to the County Project Manager for review.

The reporting procedure should be included in the proposed Implementation Plan provided by the Vendor in response to the ITB.

**Staffing**

- Lucas County requires that the Bidder will provide a Project Manager on-site for the duration of the project and a specified period post-implementation.
- The Bidder must clearly identify the requirements for County staff resources needed to complete the project, implement the System and maintain the System.
- The vendor must provide the County with a recommendation for current and future staffing. These should be broken down by minimum and ideal staffing. This should encompass all levels of staffing including Project Management, Database Management, Server Administration, Network Support, Super-users, Business Analysts, Technical Support and Programmers/Developers.

**Training**

In order to become effective and efficient users of the system, training is required. All training will occur on-site and during the hours of operation of the County. The bidder shall develop and implement a training program for all personnel and operators of the new system. Due to the nature of the Auditor and Treasurer operations, mass training sessions are not practical. Therefore, facilities and personnel will be available at a mutually agreeable time scheduled in advance. Training shall be provided for all software products and modules provided. Separate training and knowledge transfer will be developed and implemented for the System Administrator(s).

Prior to the start of training, the bidder must perform a preliminary review of all Auditor/Treasurer operations and all software options with Auditor/Treasurer staff in order to ensure maximum utilization of the system. Upon completion of all product and system training, typed schedules of all daily, weekly and monthly activities for all employees and the System Administrator(s) must be provided to the Auditor and Treasurer to consider this bidder responsibility complete. These schedules must be included in the documentation provided to the County.

**6.0 OTHER REQUIREMENTS**

**Company Profile & Capabilities**

Bidder shall provide a descriptive profile of the bidder's company. This description shall include, at a minimum, the date the company was established, partnerships or affiliations, gross sales for 2010, location of facilities, number of total employees, number of developers, number of support personnel, number of customers, and number of Auditor and Treasurer Offices (both inside and outside of Ohio) using the proposed product. In addition, bidder shall describe the company's capabilities and competitive advantage as compared to its peers that provide Tax Accounting and CAMA systems.

Lucas County may request bidder to provide copies of audited financial statements for the last three years, and any supplemental financial information as the County deems necessary.

**References**

Bidder shall supply three (3) references for Auditor or Treasurer Offices that use the proposed Tax Accounting or CAMA System. Reference information shall contain name and address of the organization, contact person and telephone number, date of installation, and a description of the installation. These should include at least one (1) from an Ohio county.

**Licensing**

Licensing should be based on an Enterprise model, allowing the County to increase the number of users (external or internal) without any additional expense to the County. The Vendor must outline any and all potential licensing for third-party products.

The bidder shall grant to or obtain for on behalf of the County a perpetual, non-revocable, non-transferable, and non-exclusive license to use the software and documentation related to the application. The County Auditor and Treasurer must be a registered user of any other products that are provided as

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adjuncts to this system. The bidder is responsible for ensuring that this is done and necessary compliance is met on behalf of Lucas County.

**Warranty and Maintenance Support**

- The warranty period is to begin on the day of system acceptance as opposed to installation date.
- The warranty must include updates that are dictated by the State of Ohio. If changes are made to the tax laws effective during the implementation phases, the warranty must include that the vendor make these changes at no additional charge and that these be included with the final System. Any additional statutory changes post-implementation must be issued with updates covered under the Software Maintenance Agreement at no cost to the County. This shall also apply to each renewal year of the contract.
- Bids must describe the software vendor's approach to releasing upgrades. This discussion must include information about the timing and testing of releases and any potential costs related to upgrades. It must also include the acceptance procedures for scheduled system upgrades. If software becomes available on new hardware platforms, databases and/or operating systems, explain the policy concerning existing customers upgrading to the new software version.
- The vendor is required to provide a plan to respond to software problems, software modifications, and general inquiries. Explain how problems unique to Lucas County will be corrected. Explain in what situations Lucas County would incur additional costs and what the price categories would be.
- As long as a maintenance agreement that includes all applications and system software exists between the bidder and the County, the bidder agrees to the following:
  - The bidder will formally notify a designated County employee in writing at least thirty (30) days in advance for authorization to install any tested program enhancements, problem resolutions or changes to any applications or system software; and
  - The bidder agrees not to eliminate, reduce or depreciate any functions performed by the installed software unless agreed to by the designated County employee.
  - The bidder acknowledges that any system down time experienced as a direct result of unapproved System updates by the Vendor to the System may result in relief being provided to the County.
- In the event of any changes to any software residing on this system without authorization by the Lucas County Auditor and Treasurer or designee which leads to a software or hardware failure or reduction in the performance of any software or hardware, the bidder 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 bidder agrees to pay the County liquidated damages in the amount calculated by using the not-to-exceed fixed price amount in the Price Computation Table, divided by 180 which yields a per day amount. Said payments shall accrue from the first day of an incident, until the day that it is agreed to by the bidder and County that the failure has been remedied, or until 180 days from the first day of the failure, whichever is sooner.
- **All software flaws or issues that arise in the functionality of the agreed System must be resolved at no cost to the County. Any software flaws that impact the ability for Lucas County to meet mandated deadlines must be addressed and fixed within 24 hours of notification of the issue at no cost to the County.**

**The following items will only apply to a solution that is installed and hosted on-site at Lucas County:**

- The Software/Hardware maintenance agreements must cover on-site application support and telephone support for a twenty-four (24) hour 7 days a week 365 days a year operating window (7 X 24 X 365). There must also be a four-hour response time, on-site or remote dial-up service.
- The County requires the procedure for requesting maintenance and the location from which the repair person will be dispatched be disclosed. The County reserves the right to request, in writing, the qualifications of any person(s) dispatched to provide support or maintenance to the System in advance of service. Moreover, the bidder must describe the Bidder-to-County preferred communications link to facilitate maintenance for remote problem identification and resolution. Bids

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must include the problem escalation procedures and identify the location from where the support personnel will be dispatched.

**Software Documentation**

The Vendor shall provide Lucas County with a complete Data Dictionary including a detailed listing of all tables, views, primary keys, foreign keys, field formats and logical field descriptions. This should include both a report of the required information and an Entity-Relationship diagram.

Documentation shall include all operator and user manuals, training materials, programmer reference manuals, system administration guides, listings, specifications, quick guides and other materials necessary for the proper and successful use of the system. The bidder shall deliver to the County a digital copy of all documentation. The County shall have the right, as part of the license granted hereunder, to make as many additional copies of the documentation as it deems necessary.

**Source Code Escrow**

The bidder shall provide a CD/DVD formatted copy to the County, privileged from distribution to other persons, of all source code, object code, database layouts and structured software codes and other materials, so that the County Auditor and Treasurer can replicate in all respects the program of the bidder in the event of the bidder's discontinuance from business, insolvency, catastrophic destruction or **in the event of the termination of the Contract to provide the Tax Accounting/CAMA software** in order for the system information to be properly downloaded on to the system of some other provider. If the bidder will not provide the source code to the County, source code escrow will be acceptable. Detailed information must be provided in the Ability To Execute section of the bidder's proposal explaining the source code site, storage and update policies and what elements are stored.

**Developer Licensing**

If the product provides a Developers API or SDK, this must be specified in the bid response. The vendor must also specify if there is any additional cost for such a product, and whether it is a site license or per developer licensing structure. The vendor must also specify what flexibility or restrictions the County will have in making any type of developer enhancements by in-house staff.

Ideally, the proposed system will efficiently support flat file and web services, XML/SOAP data exchange, where data exchanges can be made in real-time or in batch processes.

**Hardware and Infrastructure Specification**

The Vendor will include a detailed description of the proposed system's infrastructure and architecture supported by an architecture diagram. The proposed system will be scalable in terms of the number of transactions that can be processed and stored (no application software limitations). It will be scalable in terms of number of users, office locations, peripherals and workstations (no application software limitations).

The bidder must state any minimum network and hardware architecture requirements necessary to install the proposed system. Lucas County requires that the bidder provide specifications and recommendations for all hardware necessary to run the System including, but not limited to servers, external storage, printers, kiosks and bar code scanners. The specifications must include required operating system (minimum version specified), database (minimum version specified), minimum storage requirements (with recommendation for anticipated growth) and minimum memory requirements for each required Server. It should also include specifications for both a Development and Production environment, also to include minimum requirements.

Lucas County will purchase the required equipment, based on the proposed specifications, in order to achieve the greatest cost savings and take advantage of Government pricing. However, the bidder must provide estimated costs for the hardware for County budgeting purposes (see Pricing Sheet). The vendor

must also specify if there are any hardware items that must be purchased through the bidder due to existing proprietary licensing agreements and list the associated costs for these items.

**Data Ownership/Rights**

Lucas County will retain full and complete ownership of all data:

- Lucas County will be able to extract any necessary data from the database at any time.
- If necessary, Lucas County will be able to export all of the system data.
- Lucas County should not have to request any vendor assistance or approval to execute read-only queries, run reports or export data from the System.

**Safety Laws and Regulations**

All work performed by the bidder will comply with all local, state and federal health and safety laws and regulations.

**Future Considerations**

- The systems proposed should be scalable to, potentially, an unlimited number of users and allow the original application software to be used without modification. The system hardware recommended should have sufficient memory, processor capacity and other necessary resources to support all available users as of the installation date.
- In the future, the Auditor and Treasurer must be provided the latest version available in software products quoted by the bidder and such revisions must be provided and installed in the County not later than sixty (60) days after the publication or announcement of such revision.
- The system must accommodate all future statutory changes without limitation, the reporting requirements of the Ohio Revised Code and local rules of Auditor and Treasurer. The bidder must install these modifications in the user system not later than thirty (30) days before the effective date of the change as published by the issuing agency. It is the bidder's responsibility to be informed and remain informed of all present and future statutory, administrative, and superintendence rule modifications, and any changes issued by an agency that requires changes in the record keeping or other functions performed by the Auditor and Treasurer. The County further requires that these accommodations must be included as part of the application software support agreement.

**Presentation/Demonstration Requirement**

Lucas County will require selected bidders to setup and demonstrate a test environment on-site at a date following the initial review of proposals. Selected bidders will be contacted to schedule their demonstrations. The bidder will be responsible for all presentation equipment, and must notify Lucas County at least 5 business days prior to the visit of any necessary requirements.

In addition, Lucas County may require that bidder arrange and facilitate site visits to other Auditor and Treasurer Offices using the proposed system in a production environment.

**7.0 PROPOSAL FORMAT AND CONTENT**

The following list specifies the items to be addressed in your proposal. Please read it carefully and address it completely, in the order, and under the heading number as listed to facilitate Lucas County's review of proposals. Each new number section shall start a new page in the proposal package. Furthermore, each question being answered shall be referenced from this section. Any ancillary information that may not be specifically referenced in these criteria can be added to the end of the content section.

In addition to this proposal information, the "financial portion" of the proposal, including all BID FORMS from SECTION B Pricing Sheet shall be submitted in a sealed envelope. The financial proposal shall be opened from the Bidder if the functional proposal meets the minimum criteria. The consulting services proposal shall be submitted as prescribed in this document.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages.

1. Signed Authentication of Proposal
2. Transmittal Letter
3. Table of Contents
4. Executive Summary
5. Understanding and Background
6. Ability to Execute
7. Financial Proposal and Cost Forms (Sealed in separate envelope)
8. Signed Affidavits – contained in Section A of ITB
9. Appendix A completed and returned

**7.1 Signed Authentication of Proposal**

The Bidder will sign and return the proposal cover sheet and print or type her/his name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his authority unless such evidence has been previously furnished to Lucas County Support Services.

**7.2 Transmittal Letter**

The Transmittal Letter accompanying the ITB shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Bidder. It shall include:

1. a statement referencing all addenda to this ITB issued by **Lucas County** and received by the Bidder. If no addenda have been received, a statement to that effect should be included,
2. a statement that the Bidder's proposal shall remain valid for thirty (90) days after the closing date of the receipt of the proposals,
3. a statement that the Bidder will accept financial responsibility for all preparation & travel expenses incurred for Bidder's presentations (if required,), and
4. a statement that summarizes any deviations or exceptions to the ITB requirements, and includes a detailed justification for the deviation or exception.

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### 7.3 Table of Contents

The Table of Contents shall include a clear and complete identification of materials submitted in sufficient detail to facilitate easy reference by ITB sections, attachments, and page numbers.

### 7.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the proposal in such a way as to provide the technical review committee with a broad understanding of the entire proposal. The Executive Summary shall be limited to one page.

### 7.5 Understanding and Background

Bidder shall specifically state their understanding of the needs of **Lucas County**, the background and capabilities of their software and service organization regarding the stated needs, and why they believe that they are the best qualified to meet those needs.

### 7.6 Ability to Execute

#### 7.6.1 Bidder Information and Company profile

The purpose of the Bidder qualifications section is to determine the ability of the Bidder to respond to this Invitation to Bid. Bidder must describe and offer evidence of their ability to meet each of the qualifications listed below as well as the functional and technical requirements defined in Appendix A.

Bidder must provide a descriptive profile of their company including the following:

- date company established
- partnerships
- gross sales for 2010
- location of offices
- number of total employees
- number of total clients

Bidder must document their capability to implement the complete Tax Accounting and CAMA software suite in an Ohio County environment.

Bidder must document their capability to provide functional/business expertise for the Tax Accounting application software:

- to fully integrate across all functional areas
- to provide specific functional expertise in each business area, and
- to satisfactorily enable functionality requirements defined by Lucas County in Appendix A, employing best practices solutions wherever possible.

The Bidder must identify all key personnel, provide resumes for them, and assure their ability to perform at indicated work levels. Key personnel are defined as the Bidders Project Manager and any Consultant employees spending at least twenty-five percent (25%) of their time on the project and who will give the project priority status. Lucas County expects that these personnel will be assigned as needed to achieve the implementation timeline. No changes in key personnel can be made without prior written consent of Lucas County. Replacement of such personnel, if approved, shall be with personnel of equal ability and qualifications.

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During the course of the contract, Lucas County reserves the right to require the Bidder to reassign or otherwise remove from the project, without cause or further explanation, any Bidder employees found unacceptable by Lucas County.

Bidder must explain how each consultant would be assigned during each phase of the implementation project life cycle. Please provide an estimate of the total hours each consultant will be assigned to each phase of the implementation.

Bidder must provide resumes for each consultant who may be assigned to perform duties or services required in the ITB. Resumes should be detailed and include at least the following information:

1. education (school & year graduated),
2. current position in the firm,
3. detailed employment history,
4. experience with Tax Accounting and CAMA applications,
5. the project function to which the individual will be assigned, and
6. percent of time employee will be on project.

At the conclusion of the contract, the Bidder must demonstrate that sufficient knowledge transfer occurs for Lucas County to be able to independently manage, upgrade, and enhance the software systems. The Bidder must ensure that Lucas County staff has full technical understanding and functional expertise in both the base software and any modifications or proprietary add-ons which the Bidder implements. Bidder must provide a strategy that will be used to ensure that these requirements are achieved.

Bidder must identify the specific individual(s) proposed as team manager(s), and provide his/her résumé, qualifications, background, and references. Lucas County reserves the right to accept or reject any proposed or assigned project team manager, without cause, without regard to assignment and at any time during the duration of the project.

Bidder must include a functional staffing plan, indicating the number, timeline, characteristics and schedule for the consultants proposed to support the project.

Provide a minimum of three (3) resumes of functional consultants.

Bidder should propose a technical staffing plan, indicating the number, characteristics, and schedule for the consultants proposed to support the Lucas County project.

Provide at least three (3) resumes of technical consultants.

#### 7.6.2 Client References

The size, type, nature, mission, and technological status of the institutions that the Bidder considers among its client base has an effect upon the expertise, direction, knowledge of best practices, and technical/functional support and expertise available to a prospective client. The measure on this criterion will be the extent to which the client base reflects like institutions, institutions of similar geographic dispersion, and institutions of compatible technological aims.

Lucas County will closely review each Bidder's client base for demonstrable experience with implementing Tax Accounting software in comparable institutions as defined previously. At its discretion, Lucas County may reject proposals from Bidders that cannot show successful experience of implementing Tax Accounting software at a substantial number of comparable institutions. The Bidder must submit a complete list of all local government clients including dates of engagement. Indicate software modules contracted for and status, i.e. implementation in progress or operational. Any of these clients may be contacted for reference. Bidders should also note any experience the Bidder has had with other Counties in Ohio (specifically with Tax Accounting software).

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The Bidder must provide evidence of, and references from, at least two (3) comparable clients at which the Tax Accounting systems defined previously have been implemented, to support the day to day needs of the client Lucas County's administrative functions. Provide contact information for each reference which should include name, address of the organization, contact person and phone number,

- A) Comparable clients to Lucas County must have as a minimum:
  - 1. an employee base of approximately 5,000,
  - 2. an annual budget in excess of \$500 million, and
  - 3. support multiple agencies, department and political offices.
- B) Describe, briefly, the three (3) projects. Describe how the projects were similar to each other and the ways in which they differed and the causes of those differences.
- C) Describe significant problems or issues encountered in the implementation projects at these accounts.
- D) How were these problems overcome or issues dealt with?
- E) Describe the overall reasons why each of these projects were successful.
- F) Describe how these projects could have been more successful. What changes would you make to the project to make the project more successful?

#### 7.6.3 Implementation Methodology/Project Approach

The Bidder must describe its methodology and procedures for minimizing modifications to the base software. This section must also address the effect of modifications on the software warranty and on support provided under the support agreement.

Lucas County is particularly concerned about controlling project "scope creep." Bidder must propose alternatives in their responses as to how project scope can be successfully managed and changes minimized.

Describe in detail the methodology, staffing (both the Bidder's and Lucas County's) and other resource requirements to perform an implementation scoping analysis, which will serve to determine requirements and responsibilities for the software. Describe the results of this process and provide an example from a previous implementation project. Describe how the results of this analysis can be used to guide the ensuing implementation phases.

Describe the methodology used by your firm to achieve successful implementation, conversion, and process redesign in county environments similar to those of Lucas County within a restricted timeframe and budget. Provide sufficient detail (three pages or less) for Lucas County to understand how this methodology works and why it is well suited to Lucas County's needs.

Details must include but not be limited to:

- 1. the method used for gathering information to analyze the existing systems and processes at Lucas County,
- 2. the method for identifying which current Lucas County business processes can be "value added" with the software and which should be retained essentially intact,
- 3. fit/gap analysis techniques,
- 4. the proposed tools for data conversion and data mapping,
- 5. a description of data conversion/data mapping tools. (Note: If you do not supply your own toolset or procedures, instead relying on a third party toolset, please indicate what toolset you use or

- prefer and what cost is added to the contract for this software. Also indicate if data conversion/data mapping tools will be retained by Lucas County after project completion),
6. the proposed tools and techniques to be used for developing and managing the implementation schedule and associated resources,
  7. a sample implementation plan using these tools,
  8. a sample project plan based on your understanding of Lucas County project,
  9. a description of any other methodology used in the implementation process, and
  10. a training plan for both technical and functional staff members.

Describe the services and resources that your firm would provide in assisting in the implementation of the applications described herein. This description should include your perceived role in project management support, planning, technical services, functional expertise, and product expertise.

In the context of the scope of the work described in this ITB, identify additional recommended in-house resources (both technical and functional areas) that Lucas County should consider for the successful completion of this project. Include job titles, numbers and percentages of dedication for all Lucas County employees recommended for this project. Please provide both minimum and optimum recommended resources. Also, provide a comprehensive organizational chart and anticipated team reporting structure reflecting both consultant and Lucas County staffing.

List the physical resources needed for the project that should be provided by Lucas County.

The consultant should be responsible for alerting Lucas County management of any situation or condition that could jeopardize major target completion dates. Document your company's standard practice with respect to such notification.

Typically, the bidder provides continued implementation assistance beyond defined target completion dates at no additional cost if the failure to meet the defined target dates is due to the bidder's failure to adequately complete assigned responsibilities. Document your company's policy regarding this responsibility.

Describe other services that your company can provide to support Lucas County's efforts with this project and in achieving Lucas County's overall goals and objectives.

Describe your methods for ensuring a complete "knowledge transfer" such that Lucas County will be fully capable of managing the system while it is being implemented and beyond. Provide examples of this type of work at comparable client sites.

#### 7.6.4 Implementation Schedule

Actual detailed implementation schedules with start/end dates and associated resource requirements schedules (e.g. staffing) for each module/application will need to be developed jointly between the Consultant and Lucas County. In response to this ITB, consultants must:

1. Provide the hierarchical outline (work breakdown structure) for major activities included in the project
2. Provide a Gantt chart with realistic time frames representing key milestones, project activities, and deliverables.
3. Describe the roles, responsibilities, and number required for the consultants, as well as Lucas County technical and business staff.

#### 7.6.5 Expense Management

Lucas County is particularly concerned about controlling costs during the implementation process. Bidder should make special efforts to suggest innovative and flexible pricing options for Lucas County to consider. Also, Bidder should propose options for reducing costs wherever possible, **especially travel and living expenses.**

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Describe how consulting services could be provided through methods other than face-to-face meetings, e.g., email, telephone, video conferencing, net meeting, etc. How could these alternatives provide cost savings to Lucas County?

In what other ways can your firm reduce costs and maximize project efficiency? For example, are there ways to reduce travel expenses or consultant local living expenses? What cost saving mechanisms have been employed at other client sites? What creative cost saving mechanisms are you willing to suggest for possible use at Lucas County? Are there leasing options which can be pursued to minimize the budget impact of upfront costs for hardware or software.

7.6.6 Maintenance and Support

The bidder is required to provide a copy of their standard support agreement which should include the following:

- Hours of support for onsite and offsite including typical response times.
- Approach used to respond to software problems and general inquiries
- Approach to release of upgrades and associated costs.
- Duration of support for a specific release
- Approach to supporting all statutory requirements including duration of support and associated costs
- Source code escrow information

**8.0 Financial Proposal**

The Financial Summary Form shall contain the complete financial offer made to **Lucas County** using the format contained in SECTION B. **All financial information must be submitted in a sealed envelope under separate cover.** The BID FORMS shall contain the complete financial offer made to Lucas County.

**BID CRITERIA**

An award will be made to the provider based on the following criteria. The weighting of the importance of the criterion is presented as well.

Cost	20%
Features and Functionality	40%
Completeness of bid response	10%
Project Approach	20%
Quality of References	10%

Lucas County Board of Commissioners reserves the right to reject any and all bids, to waive minor technicalities and to request a re-bid through the bid process. Lucas County reserves the right to conduct site visits of proposed facilities (at County expense) to determine capability of the bidder to perform.

**8.1 Discount for Intellectual Property**

"Intellectual Property" shall mean all intellectual property rights related to the Computer Assisted Mass Appraisal System of Lucas County (hereinafter CAMA) as it is now or may in the future exist, including without limitation:

- any and all rights, privileges and priorities arising under the laws or treaties of the United States, any state, territory or possession thereof, any other country or political subdivision or territory thereof, or the European Community, relating to intellectual property, including patents,

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copyrights, trade names, trademarks, service marks, mask works, trade secrets, inventions, databases, names and logos, trade dress, technology, know-how, and other proprietary information and licenses from third persons granting the right to use any of the foregoing, including all registrations and applications for any of the foregoing that have been issued by or filed with the appropriate authorities, any common-law rights arising from the use of the foregoing, any rights commonly known as "industrial property rights" or the "moral rights" of authors relating to the foregoing, all rights of renewal, continuations, divisions, extensions and the like regarding the foregoing and all claims, causes of action, or other rights arising out of or relating to any actual or threatened infringement by any person relating to the foregoing;

- all computer applications, programs and other software, including without limitation operating software, network software, firmware, middleware, and design software, all design tools, systems documentation and instructions, databases, and related items except to the extent that they may be more specifically addressed in the Data Services Agreement; and
- all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product literature, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents.

The Lucas County Auditor's office is proposing a trade of intellectual property existing currently as the CAMA System of Lucas County. The majority of the CAMA system is maintained in a system that was fully designed and developed by in-house staff. The data is stored in ORACLE, and the front-end screens are written in Visual Basic 6.0. The majority of the reporting is developed with Crystal Reports.

All bids submitted must include a discount for the trade of the intellectual property described above in the development of a new, fully integrated CAMA system with the Tax Accounting System.

### BID SUBMISSION CHECKLIST

- ⇒ Completed Original Invitation to Bid (ITB) – Bid Proposal, plus one photocopy refer to Proposal Format and Content on page 11 Section B = Specifications & Pricing
- ⇒ Bid Bond, plus one photocopy
- ⇒ Completed Affidavits – Refer to Section A
- ⇒ Appendix A – Functional and Technical Detail Requirements completed
- ⇒ Pricing Sheet – Section B

**Note To Bidders: Deadline for questions regarding this ITB is April 12, 2011 before 4:30 pm (local time). Direct all questions to:**

Leslie Rhegness  
419-213-4446  
lrhegness@co.lucas.oh.us

**Pricing Sheet**

**Name of Bidder:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

<b>Description</b>	<b>One-Time Cost</b>	<b>Annual Recurring Cost</b>
Tax Accounting/CAMA software license & annual support		
Third Party software license & annual support (if applicable) - itemize		
Hardware/equipment - one-time and annual support - itemize		
Database license – RDBMS & annual support		
Customizations – summarized from Appendix A		
Implementation services		
Travel expenses		
<b>Intellectual Property Discount</b>		
<b>Total cost of ownership (include hwd )</b>		
<b>Total cost Not-To-Exceed Purchase option (see note below)</b>		
<b>Total cost Not-To-Exceed Lease-to-Own option (see note below)</b>		
<b>Total cost Not-To-Exceed Hosted solution (see note below)</b>		

**Note:** Indicate pricing options available from bidder for software purchase/perpetual license, leasing options or a hosted solution. The total cost of ownership should include all hardware and 3<sup>rd</sup> party purchases or leases.

**SECTION C -EXCEPTION AND ADDITIONAL RESPONSE AREA**



**ADDITIONAL RESPONSE AREA**

## IMPORTANT NOTE

Due to heightened security at One Government Center, if your bid is to be delivered to the bid-opening site by other than US Mail, UPS or Federal Express, **you must complete, print and attach this label to the front of the container holding your document. Note: Upon entering One Government Center, you will be required to show a photo ID.**

Formal bid to: Lucas County Support Services  
One Government Center, Suite 480  
Toledo OH 43604-2247

Item for bid \_\_\_\_\_

Invitation to Bid No. or Request for Proposal No. \_\_\_\_\_

Date of Bid Opening \_\_\_\_\_

Bid Opening Time \_\_\_\_\_

Vendor Name \_\_\_\_\_