

## LEGAL NOTICE

**Sealed bids will be received by the City of Lancaster, Ohio ("City") until 3:30 p.m., local time, on October 26, 2018 at City of Lancaster, Auditor's Office, 104 East Main Street, Lancaster, Ohio, 43130**, for all labor, material, and services necessary for a Software Proposal for Enterprise Budgeting, Accounting, Payroll, Fixed Asset Management & Conversion Services (the "Project"), as more fully described in the Bid Documents prepared by the City of Lancaster Auditor's Office ("City"). Bids received after this time will not be accepted. Bids will be opened publicly and read immediately thereafter. Subject to the right of the City to reject any or all bids, the City will award the contract to the bidder submitting the lowest and best bid. Direct questions about the Project to Tricia Nettles, Auditor, City of Lancaster, Auditor's Office, (740) 687-6611. The envelope containing the proposal must be sealed and plainly marked "Auditor's Office Software Proposal". Responses will be reviewed internally to begin comparative analysis.

Bid Documents may be obtained from City of Lancaster website [www.ci.lancaster.oh.us](http://www.ci.lancaster.oh.us) or by contacting Tricia Nettles, Auditor, (740) 687-6611 or [tnettles@ci.lancaster.oh.us](mailto:tnettles@ci.lancaster.oh.us).

Bid Documents may be reviewed without charge during business hours at the following locations: City of Lancaster, Auditor's Office, 104 East Main Street, Lancaster, Ohio, 43130.

All bids must be accompanied by a Bid Guaranty in the form of either a Bid Guaranty and Contract Bond for the full amount of the bid (including all add alternates) or a certified check, cashier's check, or an irrevocable letter of credit in an amount equal to 10% of the bid (including all add alternates), as described in the Instructions to Bidders.

**A Pre-Bid meeting will be held on Tuesday, October 16, 2018, at 1:00 p.m. in the City Hall Basement Conference Room, 104 East Main Street, Lancaster, Ohio, 43130** to discuss the Project requirements, the bid documents, and to receive any questions pertaining to the Project. **Attendance at the Pre-Bid meeting is not mandatory, but each Bidder will be deemed to have actual knowledge of all information provided or discussed at the Pre-Bid meeting.**

No Bidder may withdraw its bid within ninety (90) days after the bid opening. The City reserves the right to waive irregularities in bids, to reject any or all bids, and to conduct such investigation as necessary to determine the lowest and best bidder for each contract.

The Point of Contact for this RFP is:

Tricia Nettles, Auditor  
City of Lancaster, Ohio  
[tnettles@ci.lancaster.oh.us](mailto:tnettles@ci.lancaster.oh.us)

CITY OF LANCASTER, OHIO  
REQUEST FOR PROPOSAL  
FOR  
SOFTWARE ENTERPRISE BUDGETING, ACCOUNTING, PAYROLL,  
FIXED ASSET MANAGEMENT AND CONVERSION SERVICES



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**LANCASTER AUDITOR'S OFFICE**  
**Software Proposal for Enterprise Budgeting, Accounting, Payroll,  
Fixed Asset Management & Conversion Services**

**1. BIDDER'S PLEDGE AND AGREEMENT**

Each Bidder acknowledges that this is a public project involving public funds, and that the City expects and requires that each successful Bidder adhere to the highest ethical and performance standards. Each Bidder by submitting a bid pledges and agrees that it will act at all times with absolute integrity and truthfulness in its dealings with the City and it will use its best efforts to cooperate with the City and at all times will act with professionalism and integrity in its dealings with the City, it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and it has read, understands and will comply with the terms of the Bid Documents.

**2. EXAMINATION OF BID DOCUMENTS, SITE CONDITIONS AND RELIANCE UPON TECHNICAL DATA**

- 2.1 Each Bidder shall have a competent person carefully and diligently review each part of the Bid documents. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Bid documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Bid documents for which it has not notified the City in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Bid documents, the Bidder
- (a) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or
  - (b) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to City.

Each Bidder shall have a competent person carefully and diligently inspect and examine the entire sites and the surrounding areas, including all parts of the sites applicable to the Work for which it is submitting its bid, including locations, condition and layout of the sites, and carefully correlate the results of the inspection with the requirements of the Bid documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the sites and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.

- 2.2 **A Pre-Bid meeting will be held on Tuesday, October 16, 2018, at 1:00 p.m. in the City Hall Basement Conference Room, 104 East Main Street, Lancaster, Ohio, 43130 to discuss the Project requirements, the bid documents, and to receive any questions pertaining to the Project. Attendance at the Pre-Bid meeting is not mandatory, but each Bidder will be deemed to have actual knowledge of all information provided or discussed at the Pre-Bid meeting.**

### 3. GENERAL REQUIREMENTS

#### 3.1 GENERAL

Bidders are invited to provide a written proposal to provide comprehensive, fully integrated, Enterprise Budgeting, Accounting, Payroll, Fixed Asset Management and Conversion Services. This REQUEST FOR PROPOSAL states the overall scope of products and services desired, specific software functionality, technology foundation as well as desired Bidder qualifications.

Bids shall be complete in all respects and be signed by an officer of the quoting company of the vice-presidential level or higher who has the authority to sign and commit to a bid in the amount required.

The Bidder shall acknowledge receipt of all documents and Addendums in his letter of response. The bid price must remain valid for a period of ninety (90) days from the date of bid opening.

#### 3.2 INTENT OF SPECIFICATIONS

This information was developed in a format to facilitate responses to the City of Lancaster needs for upgraded software for Budgeting, Accounting, Payroll, Fixed Asset Management & Conversion Services.

Civica CMI is the current software used by the City for these applications. This software has been in place since the late 1990's and has gone through a few revisions/upgrades during that time.

The goal of the City is to implement an integrated enterprise resource planning system utilizing best practices, automated workflow, project management tools, and other suitable applications.

The final decision will be based on a number of evaluation criteria, primarily how well the proposed solution will meet the City's need for better management of budgeting processes city-wide to provide clarity to the City's resources. A major evaluation criteria will be the experience of the proposing Bidder to implement such a system with major emphasis on conversion and providing as little disruption to staff during such a transition.

##### 3.2.1 **City Data**

**Population**

Approximately 40,000

**Budget**

Approximately 125 million

**Departments**

25

**Employees**

Approximately 600 including seasonal

**Funds**

Approximately 70

3.3 ADDRESS TO SEND BIDS

*BIDS MUST BE CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE AS FOLLOWS:*

**AUDITOR'S OFFICE SOFTWARE PROPOSAL**

*AND SENT TO:*

**TRICIA NETTLES, AUDITOR  
CITY OF LANCASTER  
104 EAST MAIN STREET  
LANCASTER, OHIO 43130**

3.4 BID DEADLINE

**Bids must be received no later than Friday, October 26, 2018 at 3:30 p.m. at the above address.** Bids received after this deadline will be returned to the bidder unopened.

3.5 CONTACT PERSON

Tricia Nettles, Auditor  
Telephone: (740) 687-6611, Fax: (740) 681-5064,  
email: tnettles@ci.lancaster.oh.us

3.6 PUBLIC RECORD

All bid documents shall be considered public record and the City shall not be responsible for bidders' "trade secrets". Financial information shall be provided in a separate envelope and clearly marked "Confidential Financial Information." This information will be reviewed by the City and returned to the Bidder. The City will not retain a copy of such information.

3.7 BID ADDENDA

- 3.7.1 The City may, in response to the pre-bid meeting held or receipt of formal or informal questions amend this document by means of an Addendum. Each Addendum shall be numbered and the Addendum shall be held as an integral part of the original document. The City reserves the right to issue Addenda changing, altering, or supplementing the Bid documents prior to the time set for receiving bids. The City will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Bid documents.
- 3.7.2 Any explanation, interpretation, correction, or modification of the Bid documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall NOT be legally binding. All Addenda shall become a part of the Bid documents.
- 3.7.3 Bidders shall submit written questions to the City in sufficient time in advance of the bid opening to allow sufficient time for the City to respond. All Addenda will be issued, except as hereafter provided, and mailed or otherwise furnished to persons who have obtained Bid documents for the Project, at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is

issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.

- 3.7.4 Copies of each Addendum will be sent only to the Bidders to whom Bid documents have been issued. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the City prior to the bid opening to verify the number of Addenda issued.
- 3.7.5 Each Bidder shall carefully read and review the Bid documents and immediately bring to the attention of the City any error, omission, inconsistency, or ambiguity therein.
- 3.7.6 If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the City on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
- i. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
  - ii. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

### 3.8 BID BOND

- 3.8.7 Bidder shall furnish a Bid Guaranty, as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Bid documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the City in an amount equal to 10% of the bid. The Bid amount shall be the total of all sums bid, including all add alternates with no deduction for any deduct alternates.
- 3.8.8 The bond will ensure that the bidder will submit a Performance Bond within fifteen (15) days of notice of award of contract. The successful bidder's Bid Bond will be returned or released after a contract is executed and an acceptable performance bond has been delivered. In case of failure to comply within the stated time, the bid bond will be forfeited as liquidated damages because of the default.
- 3.8.9 The bid bond or certified check of all other bidders will be returned after bids are opened and evaluated.

### 3.9 PERFORMANCE BOND

A performance bond in the amount of one hundred percent (100%) of the bid shall be provided by the successful bidder within fifteen (15) days after receiving the official notice of award of contract. Failure of the contractor to complete delivery according to the contract and specifications will be cause to begin action for forfeiture of the performance bond. The bond shall also guarantee compliance and performance with the warranty provisions of the specifications.

- 3.9.1 The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid (including all alternates), shall



furnish a Contract Bond using the Contract Bond form included in the Bid documents in an amount equal to 100% of the Contract Sum.

### 3.10 BOND SUPPLIER QUALIFICATIONS

- 3.10.1 The bonds furnished by the successful bidder shall be from a surety company licensed to underwrite surety bonds in the State of Ohio and rated A+ or better by AM Best.
- 3.10.2 All bonds shall be signed by an authorized agent of an acceptable Surety and by the Bidder.
- 3.10.3 Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety to do business in the State of Ohio, and a financial statement of the Surety.
- 3.10.4 The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the City.
- 3.10.5 The name, address and telephone and fax numbers of the Surety and the Surety's Agent should be typed or printed on each bond.

### 3.11 AWARD OF CONTRACT

- 3.11.1 The City of Lancaster Auditor ("Auditor") reserves the right to reject any or all bids. The bid prices shall not alone be the determining factor in selecting the best bid. The merits and advantages to the City of Lancaster, of each bid shall be taken into consideration in awarding the contract.
- 3.11.2 All bids shall remain open for acceptance for ninety (90) days following the day of the bid opening, but the City may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.
- 3.11.3 The City reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the City to reject any or all bids, or to reject any incomplete or irregular bid. The City will award a single contract for this Bid Package. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.
- 3.11.4 DETERMINATION OF THE BIDDER SUBMITTING THE LOWEST AND BEST BID. Subject to the right of the City to reject any or all bids, the City will award the Contract for the Work to the Bidder submitting the lowest and best bid, taking into consideration accepted alternates. In evaluating bids, the City may consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, on the Bid Form. The City may also consider the qualifications and experience of the Bidder. The City may conduct such investigations as are deemed necessary to establish the responsibility, qualifications and financial ability of the Bidder. The factors the City may consider in determining which Bidder submitted the lowest and best bid or which Bidders submitted the lowest and best bids include the factors set forth below. The City, in its discretion, may consider and give such weight to these criteria as it deems appropriate.

- (a) The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety;
- (b) The Bidder's prior experience with similar work on comparable or more complex projects;
- (c) The Bidder's prior history for the successful and timely completion of projects, including the Bidder's history of filing and having claims filed against it;
- (d) The Bidder's equipment and facilities;
- (e) The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;
- (f) The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws and Ohio ethics laws;
- (g) The Bidder's participation in a drug-free workplace program acceptable to the City, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code;
- (h) The City's prior experience with the Bidder's surety;
- (i) The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders;
- (j) Market Focus (Public Administrative Specific with proven success in similar type site);
- (k) Customer Service (References, Retention, Measured Service Rates, 24x7 Support); and/or
- (l) Ability to Provide a Comprehensive Integrated Solution to meet the stated requirements.

3.11.5 The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the City's Project, on time and in accordance with the applicable Bid documents and the Bidder's claims history. If the Bidder's management operates or has operated another company, the City may consider the work history of that company in determining responsibility of the Bidder.

The City may consider the Bidder's prior experience on other projects with the City or other similarly situated Cities, including the Bidder's demonstrated ability to complete its work on this project in accordance with the Bid documents and on time, and will also consider its ability to work with the City as a willing, cooperative and successful team member.

The Bidder authorizes the City and its representatives to contact the Cities for which the Bidder has worked, and authorizes and requests such Cities to provide the City with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such Cities or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold such Cities and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and

expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such Cities and the employees of each of them.

- 3.11.6 The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the lowest and best bidder.
- 3.11.7 DEMONSTRATIONS AND PRESENTATIONS. Bidders may be required to provide detailed demonstrations of proposed application software. Bidders may also be required to make presentations and/or provide written clarifications of their responses at the request of the City.
- 3.11.8 By submitting its bid, the Bidder agrees that the City's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the City and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the City, its employees or agents that arise out of or are related to such challenge.
- 3.11.9 Affidavit as to Personal Property Taxes. The successful Bidder shall submit, prior to the time of entry into the Contract, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes. A copy of the affidavit form is included with the Bid documents.
- 3.11.10 The City reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
- 3.11.11 Award of Contract. The award of the Contract will only be made pursuant to a duly adopted resolution of the City and, where applicable, in writing by a duly authorized representative of the City.

### 3.12 EXECUTION OF CONTRACT

Within thirty (30) calendar days of the Award of the Contract, or such other time designated by the City, the successful Bidder shall execute and deliver to the City the required number of the following documents:

- The Contract Agreement;
- Contract Performance and Payment Bond, if the Bidder did not submit a Bid Guaranty and Contract Performance and Payment Bond with its bid;
- Insurance Certificates;
- Valid Workers' Compensation Certificate;
- Any other documents identified in the Bid documents for submission with the signed agreement; and
- Other forms as applicable to the contract.

The failure of the successful bidder to execute and deliver the required documents shall constitute a default that entitles the City to the Bidder's bid guaranty, as provided in the Ohio Revised Code.

### 3.13 DEVIATIONS AND/OR EXCEPTIONS

If the Bidder takes any exceptions to the Specifications or must deviate from the requirements, he/she shall fully state such deviations or exceptions and the reasons for doing so. In addition,

a complete explanation of the results of such changes shall be included as a part of the Bid on a special page entitled, "Deviations or Exceptions to Bid."

### 3.14 PREPARATION OF BID

Only signed proposals submitted on forms furnished by the City will be considered and the Bidder will be assumed to have familiarized himself/herself with all of the requirements of the request. To ensure consideration, all blank spaces in the Bid Form must be filled in correctly and the amounts written legibly. Any unauthorized changes in, or additions to, the Bid Form will be considered sufficient grounds for rejection.

### 3.15 DATA TO BE INCLUDED IN BID

Please see Bid Form attached hereto.

### 3.16 COPIES OF BID

The Bidder shall respond to this Bid with one (1) original and two (2) copies of the Bid and shall mark the submissions as such. The Bid submittals shall be securely bound. The Bidder must also supply an electronic copy of the bid in Adobe Portable Document Format (PDF) written to a CD-ROM disk or USB based flash drive in the original bound Bid.

### 3.17 COSTS OF BID PREPARATION

Each Bidder shall bear the responsibility for all costs incurred in order to prepare and submit their response to this Request for Proposal.

### 3.18 PRICES

The Bidder shall, on the form supplied, list the unit prices of the software and equipment as well as the extended price. All prices bid shall be FOB Lancaster Ohio.

As a part of the Bid, a price breakdown by item shall be supplied. This may be done in any manner convenient for the Bidder as long as the individual costs for each item bid are made available.

### 3.19 AWARD OF PROJECT

The intent of the City in this request is to award the project as a single supplier/provider solution. The City will have final and full responsibility to determine the successful Bidder.

The successful Bidder shall supply a solution to all of the identified sections below. The Bidder shall be responsible for all deliverables, materials, final installation, operation and integration with the City's existing hardware and software where applicable. All billing and project supervision will be the responsibility of the selected Bidder.

### 3.20 RETURN OF DOCUMENTS

All documents submitted by the successful Bidder shall become the property of the City and will not be returned.

### 3.21 PATENTS - COPYRIGHTS

The successful Bidder shall hold and save the City, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of, any patented or copyrighted invention, process, article, firmware, software, circuit or device manufactured or used in the performance of the contract. This shall include the payment of any license or royalty fees.

If the Bidder uses any design, device, or process that is covered by a patent or copyright, it is mutually understood that, without exception, the contract price shall include all royalties or costs arising from the use of such patented or copyrighted item. All software or firmware quoted shall be supplied on an "as owned" basis. The City certifies that it will not copy software, or firmware for resale, or otherwise release it to others for independent use.

### 3.22 INSURANCE

#### 3.22.1 Workmen's Compensation Insurance

The successful Bidder shall maintain such insurance for the life of the contract as will protect himself and the City from claims under Workmen's Compensation Acts. The minimum value of each claim occurrence shall be \$500,000.00.

#### 3.22.2 Public Liability and Property Damage Insurance

The successful Bidder shall maintain for the life of the contract Public Liability and Property Damage Insurance with minimum limits of \$1,000,000.00 for bodily injuries, including accidental death, to any one person and \$1,000,000.00 for more than one person in any one accident in aggregate. The minimum limits for Property Damage Insurance shall be \$1,000,000.00 for both an individual occurrence and in the aggregate. The successful Bidder shall also maintain an Excess Liability policy in the amount of \$1,000,000.00 for both an individual occurrence and in the aggregate.

#### 3.22.3 Automobile and Truck Insurance

The successful Bidder shall keep and maintain for the life of the contract Automobile and Truck Public Liability, Bodily Injury and Property Damage Insurance with minimum limits as follows:

Injury to, or death of one person  
\$1,000,000.00

Injury to, or death of more than one person in a single accident  
\$1,000,000.00

Property Damage  
\$1,000,000.00

#### 3.22.4 Certificates of Insurance

Certificates of the above insurance shall be filed with the City and shall be subject to the City's approval for adequacy of protection. The successful Bidder shall provide the certificates of insurance herein required to City. The insurer shall state in his certificate that no cancellation of said insurance will be made without at least thirty (30) days prior notice to the City and such notice shall be directed to the City in writing. The City's approval or acceptance of such certificates of insurance shall in no way release or relieve the successful Bidder from any responsibility, liability or obligation evolving upon him. It shall be the successful Bidder's responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract. The Certificates of Insurance shall be supplied to the City at the time of the award.

### 3.23 DATE FOR SUBSTANTIAL COMPLETION/LIQUIDATED DAMAGE

#### 3.23.1 Date for Substantial Completion.

The successful Bidder's contract agreement with the City shall state a Substantial Completion Date. The Date for Substantial Completion Date may be extended only by Change Order, by other Modification, or by a Claim that is finally resolved. By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.

#### 3.23.2 Liquidated Damages.

If the successful Bidder does not have its Work Substantially Complete by its Date for Substantial Completion and/or Finally Complete within forty-five (45) days of achieving Substantial Completion, whichever may be applicable, the successful Bidder shall pay the City and the City may set off from amounts otherwise due the successful Bidder Liquidated Damages. The daily amounts of Liquidated Damages will be set forth in tables in the City/Contractor Agreement. The total amounts of Liquidated Damages will be calculated based on the total number of calendar days beyond the Date for Substantial Completion that the Bidder's Work is not Substantially Complete and/or to the extent that its Work is not Finally Complete more than forty-five (45) after the Substantial Completion of its Work, i.e., number of late days times the per diem rate(s) for Liquidated Damages in the tables. In addition to such Liquidated Damages, the Bidder shall indemnify, defend and hold the City and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred as a result of such claims, including but not limited to attorneys' and consultants' fees and expenses, that arise out of or are related to the Bidder's failure to Substantially Complete its Work by its Date for Substantial Completion. The Bidder's obligations under this Paragraph are joint and several.

The Bidder acknowledges and agrees, by submitting its bid for the Work and entering into a Contract with the City, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the City would incur if the Bidder's Work is not Substantially Complete by its Date for Substantial Completion and/or not Finally Complete by forty-five (45) days of the Date of Substantial Completion. The Bidder further acknowledges, agrees and understands that it

may seek an extension of the Contract Time (and its Date for Substantial Completion) to avoid or reduce Liquidated Damages.

Each Bidder shall state the time of delivery and installation of the software and equipment in their bid.

The successful Bidder will be required to deliver and install the equipment within the time specified and bid. These dates shall be used as a basis for establishing the contract completion date where after liquidated damages shall be recovered by the City in addition to any and all liquidated damages or civil penalties assessed against the City by the FCC or any other Federal and/or State agency for delays beyond any federal and/or state compliance deadlines.

### 3.24 PAYMENTS

Terms of payment shall be 100% payment made within thirty (30) days of delivery and installation of equipment and software.

### 3.25 ACCEPTANCE AND PAYMENT

Upon notice from the contractor to the City that the work is ready for final inspection and acceptance, the City shall promptly make such inspection within thirty (30) days. When it finds the work acceptable under the contract and the contract performed, the amount due under the schedule of payments shall be due and payable.

Before issuance of this payment, the contractor shall duly deliver or cause to be delivered, properly executed, a release and waiver of liens releasing the City from any and all claims and demands for all labor, materials, and all matters connected with the contract or the subject thereof; and shall also furnish such release from subcontractors, material suppliers, men and laborers as may be required by the City.

### 3.26 STATE SALES AND USE TAXES

The City is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed Ohio Department of Taxation Construction Contract Exemption Certificate to the Bidders or suppliers when the materials are acquired. The City will execute properly completed certificates on request.

### 3.27 WORK AND RESPONSIBILITY

The Bidder shall supply a detailed statement of work and the responsibilities of the Bidder and the City. All Bidder assumptions shall be stated in this Section.

### 3.28 OMISSIONS

Should the Bidder observe any discrepancy, ambiguity, omission, or be in doubt as to the intention and meaning of any portion of the Specifications, he should report such to the City.

### 3.29 COMPLETENESS OF BID

Notwithstanding the details presented in the Specifications, it is the responsibility of the Bidder

to verify the completeness of the bid and the suitability of all devices and systems to meet the intent of the Specifications. Any additional equipment required, even if not specifically mentioned herein, shall be provided by the contractor without claim for additional payment; it being understood that this Request for Bid and agreement contemplates and requires the installation, integration, operation and maintenance of completely operational and functional software and equipment which meets the stated specifications and needs of the City.

### 3.30 PRICING

- 3.30.1 In any Bid offering showing unit, extended and total pricing, unit pricing shall prevail in case of any arithmetic errors.
- 3.30.2 Where unit prices are requested in the Bid Form, the Bidder should quote a unit price. Unless otherwise expressly provided in the Bid Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the City-Contractor Agreement, unless the City determines that the use of such unit prices will cause substantial inequity to either the Contractor or the City.

### 3.31 CONTRACT FORM AND BID DOCUMENTS

The successful Bidder will submit a contract and/or license agreement to the City for review and editing and will work in good faith with the City to mutually agree on all terms and conditions of such agreements.

The Bid documents consist of the following documents:

- i. Legal Notice to Bidders
- ii. Request for Proposal with Instructions to Bidders and Specifications
- iii. Bid Form
- iv. Bid Guaranty and Contract Bond (O.R.C. § 153.571)
- v. Contractor's Personal Property Tax Affidavit (O.R.C. § 5719.042)
- vi. Addenda issued, if any

Bid documents may be obtained from City of Lancaster website [www.ci.lancaster.oh.us](http://www.ci.lancaster.oh.us) or by contacting Tricia Nettles, Auditor, (740) 687-6611 or [nettles@ci.lancaster.oh.us](mailto:nettles@ci.lancaster.oh.us)

A complete set of the Bid documents is available for examination, without charge, at the following locations during normal business hours:

**CITY OF LANCASTER  
AUDITOR'S OFFICE  
104 EAST MAIN STREET  
LANCASTER, OHIO 43130**

Bidders shall use complete sets of Bid documents in preparing bids. The City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid documents.

The City, in making the Bid documents available on the above terms, does so only for the



purpose of obtaining bids on the Work and does not confer a license or grant for any other use.

### 3.32 ADDITIONAL PURCHASES

The Bidder shall allow the City to purchase additional software and/or equipment at like prices for a period of one (1) year from the date of the original purchase.

### 3.33 WORK

The work to be done under these Specifications consists of furnishing all software, equipment, labor, and tools to perform all work necessary to provide and install complete upgraded software for Budgeting, Accounting, Payroll, Fixed Asset Management and Conversion Services to the City.

### 3.34 STANDARDS

All software and equipment shall be designed, built, and tested to comply with the recognized standards established by:

- American Standards Association
- American Society of Testing and Materials
- Institute of Electrical and Electronic Engineers
- National Electrical Manufacturers Association
- National Board of Fire Underwriters
- Electronic Industries Association
- National Fire Protection Association
- Lightning Protection Institute
- Underwriters' Laboratories

These standards shall apply only when applicable. Where specified standards are not mentioned, the Bidder will be expected to incorporate equipment and methods consistent with high reliability and performance.

In addition, where required, with compliance with all State and Local codes.

### 3.35 ITEMS TO BE FURNISHED BY CITY

- None.

### 3.36 EXAMINATION OF SITES

It shall be the responsibility of the Bidder to examine all potential sites to determine installation and bidding requirements. Failure to do so will not allow the Bidder the ability to request extra payment for requirements not foreseen by failure to inspect the potential sites.

### 3.37 SCHEDULE OF WORK

As a part of the Bid, the Bidder shall include a schedule of work beginning with receipt of a contract and ending with final software and equipment payment.

All major milestones of installation, debugging and acceptance testing shall be shown.

### 3.38 QUALIFICATION OF BIDDER

3.38.1 In order for the City to determine the qualifications of the Bidder, the following information shall be included as a part of the Bid:

- A synopsis of the history of the Bidder.
- A list of not less than three (3) other customers of the Bidder where similar systems have been installed, along with the names and phone numbers of responsible person to contact.
- The name and phone numbers of key managers.
- Any other information which the Bidder may wish to include which will assure the City that the Bidder is qualified and capable of completing this project.

3.38.2 State Licensing

The Bidder shall certify that they are licensed by the state of Ohio to complete all tasks required.

3.38.3 Project Manager

The Bidder shall assign a Project Manager for all phases of the project. The Project Manager will coordinate all activities after all contract negotiations are complete and will be the primary contact during the project. The Project Manager will work with City personnel in furtherance of the Project. The Project Manager will provide documentation showing project timelines and milestones; insure that materials are correct, inventoried and accounted for. The Project Manager will also be responsible for maintaining change order requests and final documentation delivery.

The Bidder shall supply the name of the Project Manager assigned to the project. A Resume' of this Project Manager shall be included in the Bid. The Project Manager shall have a minimum of 5 years of experience directly relating to the Bidder's software and equipment.

3.38.4 Installation Supervisor

The Bidder shall supply the name of the supervisor assigned to the system during installation, and testing of the system. A Resume' of this supervisor shall be included in the Bid. This installation supervisor shall have as a minimum, five (5) years of experience in the areas specific to the Bidders bid and be certified by the manufacturer on the installation and repair of the software and equipment bid. This system supervisor shall supply on-site supervision and coordination of all on installation work. The supervisor shall be a full-time employee of the bidding Bidder.

### 3.39 LICENSING AND PERMITS

It shall be the responsibility of the successful Bidder to apply for any permits required by City,

state or national codes and to provide all proper licensing that may be required as part of the bid fee.

### 3.40 MATERIALS AND WORKMANSHIP

Unless otherwise stated, all software, equipment, materials and articles incorporated in the work shall be new and of the best grade of their respective kinds for the purpose.

All work shall be done in a professional and competent manner to the satisfaction of the City or its representative. All fixed equipment shall be grounded in an approved manner pursuant to all applicable codes.

### 3.41 INSTALLATION

The successful Bidder shall be completely responsible for the installation of the software and equipment bid. The installation shall be in a competent and workmanlike manner. All cables shall be dressed and wrapped to give a professional appearance and shall be routed and mounted in such a way as to reduce maintenance problems.

#### i. Removal of Existing Equipment

All non-used existing equipment shall be removed from service in such a manner as to remain fully operational and useful. It shall be moved from its operating location to a storage point designated by the City.

#### 3.41.5 Protection of Existing Equipment

The Bidder shall be responsible for damages to existing equipment and services during installation. Should any damage occur, the Bidder shall repair or replace to the satisfaction of the City.

#### 3.41.6 Salvaged Material

All salvaged material will remain the property of the City unless otherwise stated.

### 3.42 MANUALS

The Bidder shall supply to the City not less than three (3) complete manuals for operation of the software.

#### 3.42.1 Training

The Bidder shall supply training to City Personnel on the operation of the software and all functions and features. An outline of all planned instruction shall be included in the Bid Response in the appropriate sections. The City reserves the right to further technical training.

### 3.43 WARRANTY

The Bidder shall supply full warranty coverage for all equipment and software for a period of one (1) year after the date of acceptance of the system. Warranty coverage on fixed

equipment and software shall be available on a twenty-four (24) hour basis. Warranty shall include all parts, labor, and mileage for service. The warranty shall be for all equipment supplied regardless of the original equipment manufacturers warranty. Warranty shall not be shown as a separate item on any price breakdown.

### 3.44 SERVICE CONTRACT

As a part of the Bid, a Service Contract shall be supplied for the period after the warranty expires. This Contract shall be for a period of two (2) years and shall supply all parts, labor and travel to maintain the system. The Maintenance Contract shall cover all fixed equipment on a twenty-four (24) hour basis. Software maintenance and support shall include all patches and maintenance releases.

The cost of this Service Contract may be used in determining the lowest and best Bidder.

### 3.45 MAINTENANCE

- 3.45.1 The Bidder shall, as part of his Bid, list any agency responsible for warranty repair and maintenance of the system. The Bidder shall explain the relationship between the Bidder, the subcontractor and the City with the names and FCC license numbers or other industry certification of all technicians and managers available for service to the City, along with their years of experience.

### 3.46 GENERAL TECHNICAL REQUIREMENTS

The core software applications anticipated to meet the requirements of this RFP are:

- General Ledger
- Accounts Payable
- Purchasing
- Budget Management Enterprise Wide with Workflows
- Cash Receipting
- City-Wide Purchase Requisitioning System Including:
  - Requisitions
  - Payment Requests
  - Budget Transfer Requests
  - PO Adjustments
  - Electronic Bill Pay
- City-Wide Web-Based Dashboard Capability
- City-Wide Web-Based Budget Preparation & Forecasting
- Asset Depreciation Management
- Project Accounting
- Payroll Processing, Direct Deposit
- Laser Printing of Checks with MICR Coding and Positive Pay
- 75 Users for Accounting application, 75 users for Payroll, and 75 users of Enterprise Budgeting
- Conversion Services for Accounting, Payroll, Asset Management and historical data

Additionally, the municipality seeks the following technical foundation:

- Browser (Microsoft IE or Google Chrome) based Client with multi-tasking capability
- Internet/Intranet / WAN Deployment
- Microsoft SQL Relational Database
- Integration to leverage desktop productivity tools such as Microsoft Office Suite

Additional criteria for Bidder evaluation and consideration are:

- Overall product quality and proof of successful implementations of proposed system
- Conversion Experience from existing Bidder
- Costs and Evergreen or Software for Life Licensing Model
- Customer service and support (references, retention, measured service rates)

### 3.47 ALTERNATES

- 3.47.1 The City may request bids on alternates. If the City requests bids on alternates, the Bidder should include the cost of the alternates requested on its Bid Form.
- 3.47.2 At the time of awarding the contract, the City will select or reject alternates as it determines is in its best interest. A Bidder's failure to include in its Bid Form the cost of an alternate selected by the City and applicable to the Bidder's work may render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.
- 3.47.3 The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the City may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder also acknowledges that the City will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the City can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest and best bid will be based on the lowest base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.
- 3.47.4 If, during the progress of the Work, the City desires to reinstate any alternate not included in the Contract, the City reserves the right to reinstate the alternate at the price bid by the Contractor provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the Contractor additional expense.

### 3.48 INTERPRETATION

- 3.48.1 If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Bid documents, it may submit a written request for an interpretation thereof to the City's representative. Any interpretation of the proposed documents will be made by Addendum only, duly signed by the City, and a copy of such Addendum will be

mailed or delivered to each Bidder receiving a set of Bid documents. The City will not be responsible for any other explanation or interpretation of the proposed documents.

3.48.2 In interpreting the Bid documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Bid documents, shall be construed in accordance with the well-known meaning recognized by the trade.

3.48.3 Bidders are responsible for notifying the City in a timely manner of any ambiguities, inconsistencies, errors or omissions in the Bid documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Bid documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

### 3.49 CITY'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

The City reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.

### 3.50 MODIFICATION/WITHDRAWAL OF BIDS

#### 3.50.1 Modification

A Bidder may modify its bid by written communication to the City addressed to the City, attention of the Auditor, at the City's address at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by the Auditor prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.

#### 3.50.1 Withdrawal Prior to Bid Deadline

A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids established in the Legal Notice. The request to withdraw shall be made in writing and submitted to the City, attention of the Auditor, at the City's address. The request for withdrawal must be received by the Auditor prior to the time of the bid opening.

#### 3.50.2 Withdrawal after Bid Deadline.

All bids shall remain valid and open for acceptance for a period of at least ninety (90) days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:

- (a) the price bid was substantially lower than the other bids;
- (b) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
- (c) the bid was submitted in good faith; and
- (d) the Bidder provides written notice to the City, to the attention of the Auditor, within two (2) business days after the bid opening for which the right to withdraw is claimed.

If a bid is withdrawn under this provision, the City may award the Contract to another Bidder determined by the City to be the lowest and best bidder or the City may reject all bids and advertise for other bids. In the event the City advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the City, including the cost of printing new Bid documents, required advertising, and printing and mailing notices to prospective bidders, if the City finds that such costs would not have been incurred but for such withdrawal.

### 3.51 COMPLIANCE WITH APPLICABLE LAWS

- 3.51.1 By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
- a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
  - b. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

### 3.52 FINDINGS FOR RECOVERY

By submitting its bid, each Bidder certifies for reliance of the City that it has no unresolved findings for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

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# APPENDIX



**BID FORM**

**BID SUBMITTED BY:**

\_\_\_\_\_

(Contractor)

Date bid submitted: \_\_\_\_\_

**DELIVER TO:**

The City of Lancaster \_\_\_\_\_

Auditor's Office \_\_\_\_\_

104 East Main Street, Lancaster, Ohio 43130

Attention: Tricia Nettles, Auditor

Having carefully reviewed the Instructions to Bidders, Specifications and other Bid documents for the Project entitled Software Enterprise Budgeting, Accounting, Payroll, Fixed Asset Management and Conversion Services including having also received, read, and taken into account the following Addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all Work necessary to complete the Project on a timely basis and in accordance with the Bid documents regardless of whether expressly provided for in such Specifications and Drawings.

Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Legal Notice to Bidders, Request for Proposal Instructions to Bidders, this Bid Form, Form of Bid Guaranty and Contract Bond, Contractor's Affidavit (O.R.C. 5719.042), Project Specifications, and other Bid documents. Failure to comply with provisions of the Bid documents may be cause for disqualification of the bid.

**BONDS AND CONTRACT:** If the undersigned is notified of bid acceptance, it agrees to furnish required bonds as indicated in the RFP Instructions to Bidders.

**COMPLETION OF WORK:** In submitting a bid, the undersigned agrees to execute a Contract with the City within thirty (30) days of the award of the contract and to substantially complete its Work as required by the Bid documents and to Finally Complete the work by the date for Final Completion.

**NOTE A:** The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

**NOTE B:** Bidder is cautioned to bid only on the Brands or Standards specified.

**Section 1 – Executive Summary**

Provide a brief narrative highlighting the bidder's proposal. Summary should contain as little technical jargon as possible, should be oriented toward non-technical personnel, and be no more than 5 pages.

**Section 2 – General Vendor Qualifications, Background and Functional Requirements**

	<b>Item</b>	<b>Response</b>
1.	Number of Years providing Accounting/Payroll/Budgeting Software to Ohio Municipal Governments?	
2.	Number of Ohio Accounting, Payroll and Budgeting Installations?	
3.	Company ownership structure public, private? Describe.	
4.	Parent company office location?	
5.	Support office location for City implementation?	
6.	Approximate number of employees in your company?	
7.	How many live sites do you have in Ohio for each proposed software version?	
8.	Is an annual fee required to continue using the software?	
9.	Does your contract specify the purchase of the software or does the city pay an annual renewal license for the right to use the software therefore never owning software?	
10.	Are there license fees for new versions of the software as it becomes available or is that included in the support plan? What is the name of this software for life plan?	
11.	Does the support plan include software for life therefore never paying additional license fees for future upgrade versions of the software including new platforms? If no what is the average upgrade license costs for a similar sized customer?	
12.	If the City ends the relationship with your company does the City get to keep the software and the data amassed?	
13.	Have your clients been through successful State of Ohio Auditor's Office Audits utilizing the proposed software?	
14.	Is your system Cash Based Accounting or Accrual Based?	
15.	Does your software offer the ability to export reports from the system, while retaining mathematical data formulas?	
16.	Are custom alerts available to monitor data elements for situations that may fall outside of acceptable parameters?	
17.	Are there automated notifications available for custom alerts?	
18.	Do you offer a Treasurer module?	
19.	Does your system integrate to Timeclock systems?	
20.	Can you provide employee self-service for check stubs, accrual lookup, etc.?	
21.	Can your system integrally produce and print W2s and 1099s without the use of third-party software?	
22.	Can you provide integration to Harris Utility Billing System?	
23.	Will your system provide integration with Civica CMI Income Tax System?	
24.	The City has a separate set of accounting books for The Port Authority. How will your system handle this?	
25.	Timesheet Entry City-Wide	
26.	Do you provide a module for integrating with The State of Ohio's Open Checkbook initiative?	
27.	Do you provide a module allowing for transparency of financial reports to citizens?	
29.	Do you offer a project tracking module?	

30.	Will we be required to contract with Civica CMI for conversion requirements? What will be the costs of these services?	
31.	Does your proposal include costs we may incur from Civica CMI for data file extractions?	
32.	Will we be required to do any manual entry of database setup from CMI system of Accounting or Payroll data?	

**Section 3 – Budgeting & Reporting**

	<b>Item</b>	<b>Response</b>
1.	Expense and Revenue budgeting Capabilities?	
2.	Monthly budgeting capability with variances?	
3.	Can you do 10-year budget forecasting in the system?	
4.	Can your software inherently produce the Certificate of Estimated Resources and Unallocated Funds Report dynamically, without the use of third-party tools?	
5.	Does the budgeting offer Personnel budgeting including all costs associated with an employee?	

\*Include in your proposal pricing all items listed in the General Technical Requirements listed in Section 3.46 above for one time and annually for base applications and any ancillary modules required to meet specifications. Also include all professional services for training, implementation, project management, travel costs and conversion services including Historical Views.

**Section 4 – Vendor Experience with Similar Ohio Implementations**

The City is interested in changing the chart of account structure. Please indicate how this can be accomplished while maintaining the ability to track which new general ledger accounts corresponded to the previous accounts.

Please list below Ohio entities who we can contact whom you've done this account structure change consulting.

	<b>Ohio Entity</b>	<b>Contact Person Chart of Accounts Consultation</b>	<b>Contact phone/email</b>
1.			
2.			
3.			

Please list user group locations and general user conference locations and dates.

Please provide five (5) Ohio customer references of the requested system running your proposed solution in live operations.

	<b>Entity</b>	<b>Contact Person/Title/Phone</b>	<b>Converted From</b>
1.			
2.			
3.			
4.			
5.			

**Section 5 – Technology**

Please provide responses to some general software technology questions so we can get an understanding of your solution.

	<b>Item</b>	<b>Response</b>
1.	Is your base erp system web based with ability to use either Google Chrome or Microsoft Internet Explorer?	
3.	Does system utilize Microsoft SQL Database?	
4.	Does licensing provide for concurrent licensing model?	
5.	Is a concurrent license a global license allowing user to get to all applications such as Accounting, Payroll, Purchasing and Budgeting etc. or do concurrent licenses need to be purchased for each application?	
6.	Is security set up as role based?	
7.	Does system allow user to have multiple browser tabs open on multiple monitors with just the one concurrent license?	
8.	Does system allow for email alerts based on pre-defined user settings?	

**Section 6 – Implementation and Support**

Answer the following questions and/or provide the necessary documentation for each item listed below.

1. The City does not currently have a Software for Life (Evergreen) annual agreement in place with Civica CMI, and is only interested in this type of agreement going forward. Describe your process when a new version of your software comes years in the future.
2. If you do not offer an Evergreen agreement what is the percentage costs to add this to the agreement. Please list it here and in your quote as well.
3. Describe the approach and resources needed to implement the proposed software. Attach a proposed implementation schedule with key activities and estimated milestones.
4. Describe your overall user training approach.

5. Describe your company's service & support philosophy, how it is carried out and how success is measured.
  
6. Describe ongoing services and support, such as a toll-free customer service number, annual training classes, online customer service web site and online software maintenance.
  
7. How do you service and troubleshoot problems for your current clients?
  
8. Identify provisions and associated costs with providing software updates and enhancements on a regular basis.
  
9. Please list conversion experience with our existing systems and be specific on previous sites converted.

#### 10. REFERENCES

Trade References:

Bank References:

Surety:

Name of bonding company:

Name and address of agent:

#### 11. FINANCIAL STATEMENT

Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

1. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
2. Net Fixed Assets;

3. Other Assets;
4. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
5. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
6. Name and address of firm preparing attached financial statement, and date thereof.
7. Is the attached financial statement for the identical organization named on page one?
8. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

**Section 7 – Cost Information**

Please review the specific software applications described in the General Technical Requirements. Include the cost of all items listed below. Bidder is to fill in all blanks related to the Bid Package for which a bid is being submitted. If no bid is submitted for an item, leave the item blank or insert "NO BID" in the blank. If the item cost is included in the cost of another item, please indicate which item cost it is included in and how much is attributed to that item. **If there is difference between the total bid amount and the total of the individual amounts for labor and materials stated under a bid package, the total of the individual amounts shall be the amount deemed to be inserted in the blank for the total labor and materials for each bid package.**

**Software Enterprise Budgeting, Accounting, Payroll, Fixed Asset Management & Conversion Services - BASE BID**

TOTAL PROJECT AMOUNT of \$ \_\_\_\_\_

(Total Bid amount stated in words)

This amount includes the following for software, licensing, implementation, labor, materials, training, warranty, and service:

- Software Licensing Fees and Costs: \$ \_\_\_\_\_
- Labor/Implementation: \$ \_\_\_\_\_
- Materials: \$ \_\_\_\_\_
- Training and Support Services: \$ \_\_\_\_\_
- Ongoing Support Costs/Warranty: \$ \_\_\_\_\_ (Hourly or Annual Service Contract)
- Other Costs (Travel) \$ \_\_\_\_\_
- Other Costs (Data File Conversions) \$ \_\_\_\_\_
- Other Costs (\_\_\_\_\_) \$ \_\_\_\_\_
- Other Costs (\_\_\_\_\_) \$ \_\_\_\_\_
- Other Costs (\_\_\_\_\_) \$ \_\_\_\_\_
- Financing Options and Costs over a  
Three (3) Year Period: \$ \_\_\_\_\_

TOTAL BID: \$ \_\_\_\_\_

**NOTE:** Bidder will provide any additional explanation of pricing on a "Pricing Summary Sheet" attached to this bid form.

**Section 8 – Contract and/or License Agreement**

Provide a sample of your proposed Contract and/or License Agreement.

**Section 9 – Hardware Requirements**

Provide hardware requirements needed to run the proposed system, including, but not limited to PC and Server needs.

**INSTRUCTIONS FOR SIGNING**

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

**BIDDER CERTIFICATIONS.** The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. **The Bidder acknowledges that this is a public project involving public funds, and that the City expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the City, (b) it will use its best efforts to cooperate with the City on the Project and at all times will act with professionalism and dignity in its dealings with the City, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Bid documents.**
2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Bid documents on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Bid documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Bid documents for which it has not notified the City in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Bid documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to the City.
3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including the location, condition and layout of the site, and carefully correlate the results of the inspection with the requirements of the Bid documents. The Bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of conditions that could not have been discovered by such an investigation.

4. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Bid documents.
5. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.
6. The Bidder, if successful, will negotiate and execute a Contract and/or License Agreement with the City within thirty (30) days of the award of the Project, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the City.
7. The Bidder certifies that upon the award of a Contract, the Bidder will ensure that all of their employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
8. The Bidder agrees to furnish any information requested by the City's authorized representative to evaluate that the Bidder is the best bidder and that the bid is responsive to the specifications.
9. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
10. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

LEGAL NAME OF BIDDER: \_\_\_\_\_

BIDDER IS (check one):  sole proprietor  partnership  corporation  other legal entity

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

Name	Title
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DATE SIGNED: _____	SIGNATURE: _____
--------------------	------------------

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

FEDERAL TAX I.D. # \_\_\_\_\_



When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

\_\_\_\_\_  
Name

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_

\_\_\_\_\_  
Address

END OF SECTION

**BID GUARANTY AND  
CONTRACT BOND**  
(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ ("Contractor") as principal and \_\_\_\_\_  
\_\_\_\_\_ as surety are hereby held and firmly bound unto the City of Lancaster, as obligee in the  
penal sum of the dollar amount of the bid submitted by the principal to the obligee on \_\_\_\_\_, 20\_\_\_\_, to  
undertake the provision of **Software Enterprise Budgeting, Accounting, Payroll, Fixed Asset Management and  
Conversion Services** ("Project"). The penal sum referred to herein shall be the dollar amount of the principal's bid  
to the obligee, incorporating any additive or deductive Alternates made by the principal on the date referred to above  
to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_). (If the foregoing blank is not filled in, the penal sum will  
be the full amount of the principal's bid, including add Alternates. Alternatively, if the blank is filled in the amount stated  
must not be less than the full amount of the bid including add Alternates, in dollars and cents. A percentage is not  
acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind  
ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted  
a bid for work on the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper  
contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal  
pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified  
in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to  
perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder  
and resubmits the project for bidding, the principal pays to the obligee the difference not-to-exceed ten percent (10%)  
of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of  
printing new bid documents, required advertising, and printing and mailing notices to prospective bidders, whichever  
is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts  
the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper  
contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a  
part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to  
be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors,  
materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or  
completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any  
materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void;  
otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage  
suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans,  
details, specifications, and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and  
laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and  
surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer  
having a just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety  
for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms  
of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety  
on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the  
contract or to the work or to the specifications.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

Surety's Telephone Number: \_\_\_\_\_

Surety's Fax Number: \_\_\_\_\_

\_\_\_\_\_  
SURETY'S AGENT

Surety's Agent's Address: \_\_\_\_\_

Surety's Agent's Telephone Number: \_\_\_\_\_

Surety's Agent's Fax Number: \_\_\_\_\_

**CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT**  
(O.R.C. § 5719.042)

State of Ohio

County of Fairfield, ss:

\_\_\_\_\_, Affiant, being first duly sworn, deposes and says:

1. I am the \_\_\_\_\_ of \_\_\_\_\_.  
[title] [contractor]
2. The Contractor's offices are located at \_\_\_\_\_  
\_\_\_\_\_.
3. I am the Contractor's duly authorized representative for making this affidavit.
4. Effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Contractor:

is charged with delinquent personal property taxes on the general list of personal property as set forth below:

	<u>County</u> (include total amount, with penalties and interest thereon)	<u>Amount</u>
_____ County		\$ _____
_____ County		\$ _____
_____ County		\$ _____
_____ County		\$ _____

is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

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

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

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

My commission expires

\_\_\_\_\_, 20\_\_