



# MONTGOMERY COUNTY

## Purchasing Department

451 W. Third St., P.O. Box 972, Dayton, Ohio 45422-1375

Roy M. Sigritz, CPPO

Purchasing and Central Services Director

**ITEM:** Formal Request For PROPOSAL  
**TITLE:** SO 300004, E-Learning Services  
**DEPARTMENT:** Environmental Services  
**DELIVERY:** 1850 Spaulding Road, Kettering, OH 45432  
**BID SUBMISSION:** Montgomery County Purchasing Department  
PO Box 972  
451 W. Third Street, 9<sup>th</sup> Floor  
Dayton, OH 45422-1375

**DUE DATE:** Wednesday, March 6, 2013  
**DUE TIME:** **1:30 p.m., LOCAL TIME**  
**CONTACT:** Melissa Wilson, Senior Buyer - 937-781-2673  
**PRE BID:** NO PRE BID for this item  
**BOND REQUIREMENTS:**  Bid Amount: \$500.00 (Five Hundred)  
 Performance\* Amount:

*Bond, Certified or Cashier's Check ONLY, **NO COMPANY CHECKS** Accepted.*

*\*Performance Bond is required **AFTER** contract award.*

**FORM REQUIREMENTS:**  Form 3 Disclosure Policy  
 Form 4 Personal Property Taxes  
 Affidavit Drug Free Policy (Construction Only)

### SUBMISSION REQUIREMENTS:

1. Three (3) complete packets (unless otherwise noted) of all documents submitted are required for the complete evaluation of the product or services being offered.
2. ONE (1) of the complete packets **MUST BE THE ORIGINAL** and **SIGNED IN BLUE INK**.
3. All items noted by CHECK MARK  above, **MUST BE SUBMITTED** with bid. **Failure to submit the REQUIRED Bond, Forms or Number of Copies MAY BE CAUSE for REJECTION of your bid.**
4. All bids **MUST BE** submitted by the **TIME** and **DATE** above. **NO BIDS** will be accepted after the listed time.
5. Bids shall be in a **SEALED** envelope or package with the **BID Information** on the **OUTSIDE** of the package.
6. **ALL Spaces** of the Bid Document shall be filled in clearly.
7. It is the **BIDDER'S Responsibility** to check for Addendum's **PRIOR** to submitting bids. This can be done by going [www.mcoho.org](http://www.mcoho.org) and reviewing the Bid List.
8. It is the **BIDDER'S Responsibility** to read all General Terms & Conditions.
9. A copy of the Bid Tabulation will be provided upon request.

## GENERAL CONDITIONS

●●●●THESE GENERAL CONDITIONS MAY NOT BE ALTERED OR TAKEN EXCEPTION TO BY BIDDERS.●●●●

●●●●●INSTRUCTIONS TO BIDDERS. Please be certain that you have seen and understand all pages of these general conditions, as you will be responsible for doing so. To insure the acceptance of your Bid, please read and follow these directions:

1. **Special Conditions:** All of the conditions applicable to the Bid shall be read so as to give meaning to all of such provisions. However, when there is a conflict in the interpretation between a special condition in the Bid Document and a general condition, the special condition in the Bid Document shall take precedence.

2. **Applicable Laws:** The Revised Code of the State of Ohio, and the applicable resolutions of the Board of County Commissioners for Montgomery County, Ohio (the "Board") insofar as they apply to the laws of competitive bidding, contracts, and purchases are made a part hereof as if fully restated herein. All laws of the United States of America, the State of Ohio, and Montgomery County, Ohio applicable to the products or services discussed herein or to be provided hereby, are also made a part hereof.

3. **Pre-bid Conference:** There will be a mandatory pre-bid conference unless otherwise provided in the Bid Document. The pre-bid conference will be held at a time and place provided for in the Bid Document to answer any questions the prospective Bidders may have concerning this document, the bidding/selection/contracting process, and the usage of particular services/materials being procured through this specification. The Board, and any officers, employees, successors, administrators or agents of same, will not be responsible for mistakes made by Bidders due to their failure to attend the pre-bid conference. Failure to attend the pre-bid conference may be cause to reject your Bid.

Questions and inquiries concerning this Bid shall be directed to the person designated in the Bid Documents for receipt of such questions or, if no such person is designated, to Director, Montgomery County Purchasing Department, 451 West Third Street, Eleventh Floor, Dayton, Ohio 45422. Questions should be submitted in writing ten days prior to the pre-bid conference. All questions and answers covered at the pre-bid conference will be mailed to those in attendance at that conference. While every effort will be made to answer all questions at the pre-bid conference, the written response to any such questions shall be controlling in the event of a conflict with an oral response given at the pre-bid conference.

4. **Conflict of Interest:** Prospective Bidders shall not contact any public employee by any means or method, including by telephone, regarding this specification and the procurement it represents except in the manner indicated above. Failure to comply with this requirement shall result in the disqualification of the Bidder.

5. **Workers Compensation:** When required by the Bid Document, the successful Bidder agrees to take out and maintain Workers Compensation Insurance upon its employees throughout the term of the contract. The Bidder also agrees to furnish an official certification from the Industrial Commission of Ohio, showing that the successful Bidder has paid the necessary premiums for Workers Compensation insurance, whenever the Bid Document requires Workers Compensation. If such certification is required in the Bid Document, no contract between the Board and the Bidder shall be created until a fully executed copy of such certification has been served upon the Board.

6. **Infringements and Indemnifications:** To the fullest extent permitted by law, the successful Bidder shall protect, defend, indemnify and hold free and harmless the Board, and any officers, employees, successors, administrators or agents of same, from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities and expenses of any kind, including but not limited to attorney fees, arising out of or resulting from any acts or omissions of the successful Bidder, its officers, employees, consultants, agents, subcontractors, sub-subcontractors, successors or administrators, negligent or otherwise, and regardless of whether such claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities or expense is caused in part by any party indemnified hereunder. The successful Bidder also agrees to be responsible for the payment of all damages, settlements, costs and expenses of any kind, including attorney fees, incurred by the Board while the Board defends or pursues any action, cause of action, or claim which arises out of the aforementioned acts or omissions. Such obligations include any claims arising out of the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either the order or contract. Such obligations shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist as to a party or person described herein.

7. **Default Provisions:** In case of default by the successful Bidder, the Board may procure the articles or services provided for herein from any other source or sources and hold the successful Bidder responsible for any excess costs occasioned thereby.

8. **Termination of Contract:** The contract stemming from this Bid shall contain a provision that it may be terminated by either party upon written notice provided to the other party within such time period as the Board may determine therein.

9. **Pricing:** Prices should be stated in the units of quantity specified in the Bid Document. If the unit quantities requested are not available, include both the prices for the units that are available and a breakdown of those prices for the quantities requested. In case of a discrepancy in computing the amount of the Bid, quoted unit prices for requested quantities will govern.

10. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the Bidder, prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

11. **Makes:** 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.

12. **Samples:** Samples, when requested, must be furnished free of expense to the Board, and if not destroyed, will upon request be returned at the Bidder's expense.

13. **Cash Discounts:** Time in connection with any cash discount offered would be computed from the date of delivery and acceptance at the final destination or from the date at which a properly executed claim voucher is received if the latter date is later than the date of delivery and acceptance at the final destination.

14. **Taxes:** The Board is generally exempt from Federal Excise Tax and Ohio State Sales Tax. The County's Federal Tax Exemption Registry number is A284670. The Bidder shall be responsible for payment of any and all taxes, which might otherwise apply.

15. **Bid Informalities, Rejection and Award:** The Board reserves the right to reject any or all Bids. The Board further reserves the right to waive any irregularities or clerical error in a Bid and to accept that Bid where, in the judgment of the Board or its agents, it is in the best interest of the Board to do so. The Board also reserves the right to accept a part or parts of a Bid unless otherwise restricted in the Bid Document.

16. **Payments:** Partial payments may be made upon presentation of a properly executed claim voucher to the Montgomery County, Ohio Purchasing Department, unless otherwise stated in the Bid Document. The final payment will be made when the materials, supplies, services, or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the Board. All invoices must show the properly assigned Montgomery County, Ohio Purchase Order Number.

17. **Bidder's Signature:** Each Bid proposal form must be signed by the person or entity who is making the Bid or by the Bidder's duly authorized agent, using the full and usual signature of the person or entity wherever the Bidder's name is requested in the Bid Document. The following signature forms must be followed:

**Individuals:** Wherever signatures are requested, the individual bidding shall sign in his or her full legal name.

Example: John James Smith.

**Sole Proprietors:** Wherever signatures are requested, the sole proprietor bidding shall sign in his or her full legal name and any applicable fictitious business name (a "doing business as" name or a "dba" name) should appear after that name.

Example: John James Smith dba Goop Co.

**Partnerships:** Wherever signatures are requested, a partnership bidding shall include the full legal names of the partners composing the partnership, any applicable fictitious business name of the partnership (a "doing business as" name or a "dba" name), and the name of one or more of the general partners signing the Bid.

Example: John James Smith and Kevin Klondike Jones, dba Goop Co., by John James Smith, partner.

**Corporations:** Every corporate Bidder must be licensed to do business in the State of Ohio and must be in good standing with the Ohio Secretary of State at the time for opening Bids. Wherever signatures are requested, corporations bidding shall include the full name of the corporation as registered with the Ohio Secretary of State, any applicable fictitious business name of the corporation (a "doing business as" name or a "dba" name), and the name of the authorized corporate officer signing the Bid.

Example: Smith-Jones, Inc. dba Goop Co. by John James Smith, president.

18. **Submission and Receipt of Bids:**

- a) Bidders must use the Bid Document proposal form furnished by the Board or a copy thereof.
- b) Bidders must use the Bid Envelope furnished by the Board or other similarly identified envelope to assure proper handling. If the Bid proposal does not fit into the Bid Envelope furnished by the Board or into another similarly identified envelope, such envelope or similarly identified envelope shall be firmly and prominently attached to the Bid upon submission. All bids must be sealed in an envelope, box or other container.
- c) Separate proposals must be submitted on each reference number.
- d) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the Bidder.
- e) Fill in all spaces on the Bid Document. Leaving blank spaces may make your Bid unresponsive. If a particular space in the Bid Document is not applicable to your Bid, indicate "Not applicable," "n/a" or some other similar designation.
- f) All documents requiring signatures must have original signatures. No facsimiles will be accepted.

19. **Correction of Errors:** Corrections of errors in a Bid after the Bid opening shall not be allowed except for extension and/or addition errors which are clearly evident in the Board's sole discretion. Correction of such errors shall only be allowed if accomplished by 4:00 p.m. on the second working day after the Bid opening not counting the day of the Bid opening.

20. **Official Clock:** The official clock to determine whether Bids are submitted before the time at which all Bids are due shall be the clock located in the Purchasing Department Office where the Bids are received.

21. **Bid Evaluation:** All Bids received shall be evaluated using the following three (3) procedures:

- a) **Bid Document Evaluation** - the submitted Bid is compared to the requirements found herein and in the Bid Document for Bid form and content. Failure to meet any of the requirements specified in the Bid Document may result in disqualification of the Bid.
- b) **Bid Specification Evaluation** - the submitted Bid is compared to the specification in the Bid Document. Failure to meet any of the requirements specified in the Bid Document may result in disqualification of the Bid.
- c) **Price Evaluation** - The price proposals in a submitted Bid shall be evaluated on the basis of the lowest and best bid pursuant to Ohio Revised Code § 307.86. Bids, which are not lowest and best pursuant to Ohio Revised Code § 307.86 will be disqualified.

The Bid award shall be made to the Bidder(s) whose Bid(s):

- i) Has not been disqualified through the Bid Document Evaluation.
- ii) Has not been disqualified through the Bid Specification Evaluation.
- iii) Has not been disqualified through the Bid Price Evaluation.

22. **Responsible Bidders:** The Board reserves the right to consider all elements entering into the question of determining the responsibility of a Bidder.

23. **Intent:** The intent of the Bid Document and the agreement stemming there from is to include all items necessary for the proper execution and completion of the Work by the successful Bidder. The entire Bid Document and the agreement stemming there from are complementary, and what is required by one shall be as binding as if required by all. Performance by the successful Bidder shall be required only to the extent consistent with the Bid Document and the agreement stemming there from and reasonably inferable from them all as being necessary to produce the intended results.

24. **Equal Employment Opportunity:** The successful Bidder will be required to certify that they comply with the Board's anti-discrimination policy and the contract evidencing such successful Bid will contain a term requiring continued compliance with such policy.

25. **Disclosure:** In addition any requirement in the Bid Document, the contract evidencing the successful Bid will contain a covenant to be agreed to by the successful Bidder that it has complied with the Board's disclosure policy adopted pursuant to Resolution No. 83-112, dated January 18, 1983, which requires anyone contracting with the Board to disclose to the Board any business relationship or financial interest that it has with a Montgomery County, Ohio employee or employee's business, or any business relationship or financial interest that a Montgomery County, Ohio employee has with the contracting party or in the contracting party's business. That contract will also create a continuing obligation to disclose such information to the Board.

26. **Offer to Contract:** The contract document to be executed by the successful Bidder shall constitute an offer by the successful Bidder to contract with the Board to supply the Work subject to the Bid Documents. Such contract document shall be neither accepted nor binding until (1) returned to the Montgomery County, Ohio Purchasing Department within ten (10) days of receipt for signature (unless such time is otherwise extended in writing by the Board or its duly authorized agent), (2) certificated by the Auditor of Montgomery County, Ohio, (3) approved by a resolution of the Board, and (4) signed by the Board or the Montgomery County, Ohio Administrator. Such offer to contract shall not be revocable by the Bidder, except as provided by law. In the event no contract document is to be executed by the successful Bidder, the Bid proposal shall constitute an irrevocable offer to enter into a contract and the receipt of the purchase order from the Board pursuant to such contract shall signify the Board's acceptance of the Bidder's offer to contract pursuant to the terms of the Bid Document.

27. **Bid Proposal Embellishment:** Each Bidder may describe its proposed service by responding, point-by-point, to the functional requirements of the Bid Document and shall so respond to the information requirements of the Bid Document. Such responses shall be tailored to specifically answer or clarify those portions of the Bid Document necessitating an answer or clarification. Regardless of the nature of the Bid Proposal as an "Offer," the addition of or reference to "boiler-plate" language, material or conditions shall not be used in the body of such a response and will be discarded and treated as if not part of the Bid Proposal and inclusion thereof may be grounds for rejecting the Bid. Additionally, regardless of the nature of the Bid Proposal as an "Offer," any language in the Bid Proposal altering any portion of these General Conditions, particularly, but not limited to, the sections of these General Conditions titled "Infringements and Indemnifications," "Termination of Contract," "Equal Employment Opportunity," and "Disclosure," will be discarded and treated as if not part of the Bid Proposal and inclusion thereof may be grounds for rejecting the Bid.

28. **Insurance:** Unless otherwise provided in the Bid Document, the contract stemming from this Bid solicitation shall require that the successful Bidder purchase and maintain a policy of insurance to protect the successful Bidder and the Board from claims which may arise out of the contract stemming from this Bid solicitation. Unless otherwise provided in the Bid Document, such insurance policy shall be written for not less than one million dollars (\$1,000,000.00) for any person injured in any accident and with a total liability of two million dollars (\$2,000,000.00) for all persons injured in any one accident and in the amount of one million dollars (\$1,000,000.00) for each accident or occurrence as compensation for damage caused to property of others.

29. **Performance or Payment Bond:** The successful Bidder shall furnish a bond to the Board covering faithful performance of the contract arising out of that Bid and payment of obligations arising there under in an amount equal to one hundred percent (100%) of the full sum provided for under the contract and that bond shall be conditioned upon the faithful performance of that contract and shall remain in effect for the duration of the contract term. This requirement may be satisfied by the successful Bidder posting a bond, or by providing a letter of credit or a cashier's check in the amount specified. If a bond satisfies the requirement, the surety for such bond shall be a surety company authorized to do business in the State of Ohio.

30. **Liability for Bid Preparation:** The Board, and any officers, employees, successors, administrators or agents of same, assume no responsibility nor liability for costs incurred in the preparation and/or submission of any Bid.

31. **Bid Proposal Duration:** No Bid shall be withdrawn after it has been deposited with the Board. By submitting your Bid you agree to leave your Bid proposal firm for sixty (60) days after the Bid opening date unless some other duration is specified in the Bid Document.

32. **Sample Contract:** The Bid Document may contain a sample contract document. If so, such contract document is an example of the contract document that the successful Bidder will be required to sign to evidence the Agreement between that successful Bidder and the Board stemming from this Bid solicitation. Alternative contract documents submitted by the bidder will not be accepted. The Board shall fill in all blanks contained in the sample before such document is presented to the successful Bidder for signature. Additionally, only one version of any multiple version paragraphs appearing in the sample shall be in the contract document presented to the successful Bidder for signature. In the rare case of an error in the Bid Document, the actual contract document presented to the successful Bidder may differ from the sample.

--- End Instructions to Bidders ---

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## **REQUIRED INFORMATION FOR BIDDERS**

Bidders are required to enter prices in the following pricing pages and complete the attached checklist. Prices are to be FOB Delivered, all freight and delivery charges paid by the contractor. All charges are to be included in the prices entered and Montgomery County is not liable for any additional charges including sales or use taxes. Prices are firm for the initial contract period. By signing the bid documents the bidder agrees to all the included terms and conditions unless written exceptions are taken. Any exceptions may deem your bid as unresponsive and may be disqualified unless accepted by Montgomery County.

**Bidders shall complete and sign enclosed Forms #3, #4, and all other requested information. Failure to provide requested information may cause your bid to be disqualified.**

Three (3) complete copies of the bid documents that contain information on the items that you are bidding on and all submittals, including technical, illustrative, descriptive literature and/or brochures must be supplied. If the proposal and submittals are large, place the bid package in a larger envelope or box and CLEARLY Identify the OUTERMOST Package with the BID NUMBER & Information. Failure to provide the required number of copies may cause to reject your bid.

The “Original Bid Copy” is to be the first copy in your bid envelope or package. The Bid Bond (or check) shall be attached to the “Original Bid Copy” as the TOP PAGE of the document. Failure to have the Original Bid as the first copy with the Bid Bond (Check) attached, may be cause to reject your bid.

A copy of the Supply or Service Agreement can be provided upon request. The Supply or Service Agreement will be signed and executed by the successful bidder as part of the award process. You may also download a sample agreement at [www.mcoho.org](http://www.mcoho.org).

If your company is equipped to handle documents electronically please provide an acceptable email address to receive documents electronically on the final bidding page. Email addresses will be used solely for the purposes of providing documentation related to bids, contracts or other purchasing requirements. Bids can be viewed electronically at [http://www.mcoho.org/RZ/RZ\\_bidsummary.asp](http://www.mcoho.org/RZ/RZ_bidsummary.asp)

## **Information to Vendor**

Montgomery County is requesting a proposal for an E-Learning System for the Environmental Services Department to be evaluated in competitive sealed negotiations. This system must meet all the requested criteria in order to be evaluated. It is Montgomery County's goal to ensure that the E-Learning System will be adjustable to encompass the evolution of Safety and Human Resources training requirements over the next five (5) years. It is desired that this system have an expandable and shared, user friendly environment.

**TERM:** This one time purchase shall include but not limited to, equipment, server software, workstation software, application software, system utilities, training, implementation, documentation, warranty and ongoing software maintenance.

**AWARD:** The goal is to award to **one (1) primary supplier** for the entire system. All secondary suppliers' or subcontractors must be pre-approved. The primary contractor will be responsible for ensuring that all of their subcontractor's are pre-approved before they are allowed on the site.

**VALUE:** The estimated project value is \$75,000.00. This estimate includes the equipment installation, set-up, training, interfacing, maintenance and some preliminary upgrades. The estimated amount provides an amount that Montgomery County will negotiate downward. Any remaining monies may be used to purchase additional items that could enhance the system at Montgomery County's discretion.

## **Required specifications**

Contact Person for **bid requirements:** Melissa Wilson, CPPB, (937)-781-2673  
[wilsonme@mcoho.org](mailto:wilsonme@mcoho.org)

The following specifications shall be met in order to enter into a contract:

1. **Product Quality** must meet required standards as established by industry specifications, regulations, laws and recommendations.
2. **Billing** – Montgomery County will **require** the awarded vendor to establish an account for this project.
  - a. The account should reference the RFP (SO300004) and be sent to:
    - i. Regina Marks  
Finance, 7th Floor  
451 W. Third Street  
Dayton, OH 45422
3. **Payments**- All submitted invoices will be paid **Net 30**. All non-negotiated charges and/or fees will not be paid, and the County will not be held accountable for these charges.
  - a. Montgomery County will hold final payment until the project has been completed and accepted by the Recorder.

- b. Within ten (10) days after execution of the Agreement, the Contractor shall submit to the Project Manager a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Project Manager or Board may require. This schedule, unless objected to by the Project Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment.
4. Communication Restrictions- Vendors shall not communicate with any of the Environmental Services staff concerning this bid at any time before or during the bidding and award process. All communications shall go through the Environmental Services Purchasing Department. Any unauthorized use of the Environmental Services staff will result in an automatic dismissal of the vendor.
5. Rejection & Negotiations- The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with selected vendor pricing prior to entering into a contract based on the evaluation criteria listed herein.
  - a. The County may conduct negotiations with Offerors who submit proposals for the sole purpose of clarifications or corrections regarding their proposal to ensure the responsiveness to the requirements during the evaluation process.
  - b. Contract negotiations will be conducted with the highest scoring vendor. If contract negotiations cannot be concluded successfully with the highest scoring vendor, the County may negotiate a contract with the next highest scoring vendor.
6. Outlined Sections- Please address each of the following sections in your proposal response as indicated. It is important that you follow the guidelines as indicated in the required submittals sections, as it is **critical** to the evaluation of your proposal.

## **Section 1: Introduction**

### **A. Project Overview**

- a. Montgomery County desires to acquire a fully integrated E-Learning System sized to allow the County to provide mandatory trainings to those individuals that are required while adjusting to the variety of works schedules that run on a daily basis.
- b. The County is looking for a vendor to develop a specialized program to satisfy the needs of the Environmental Services Safety and Human Resources Divisions. This RFP is to require that the vendor have a proven software product specifically designed for an e-learning system. This project should also integrate some current and some new training into one system.
- c. Vendors should propose a fully developed and fully functional software system. Any needed modifications to fit the data processing specifications should be noted.



- d. The Environmental Services Department is looking to both seek LMS and new eLearning content as well.

**B. Background**

- a. The Environmental Services Department currently offers several courses to individuals for safety and informational training. These courses cover a wide variety of subject matter. However, there are several courses that need to be added and/or deleted from the curriculum.
- b. The Environmental Services Department is going to take the initial approach in the e-learning directive. There is possibility that additional departments may join the program at a later time.
- c. The initial start up would be for approximately 320 users. Additional users could increase up to 1700 depending on other on boarding departments. However, for purposes of this proposal, 320 users should be used as a base unit.
- d. There is a desire to have at least 25 various courses available on the system at start up. We would like to have the availability to create our own courses as well.

**C. Questions**

- a. There will be a not be a pre-proposal meeting, but all questions pertaining to this proposal shall be sent to Melissa Wilson at [wilsonme@mcoho.org](mailto:wilsonme@mcoho.org) by 8:00 AM, Monday, February 25, 2013.

**Section 2: Project Information**

**A. Proposed Implementation Plan & Demonstration**

- a. Vendor must provide a workable implementation based on the intended use of the proposed system. Specific examples should be given that demonstrate the effectiveness of the proposed system in similar cases. When a vendor is selected, their system will be successfully demonstrated before final approval.
  - i. Plan will be tested via live demonstration. The test period will be one week. (A quick, non live system can be set up. A sample of various programs.)
- b. If the initial plan is not successful, an alternate demonstration plan shall be allowed. However, the time delay in the process will not be billable to Montgomery County. It will be the sole responsibility of the contractor to ensure the project stays on timely basis and is completed by the agreed upon date.

**B. Documentation**

- a. Proper equipment documentation is requested for all equipment of the system. Documentation shall be in electronic format and include:
  - i. Warranty Information- Electronic Version to be Signed and Enforceable
  - ii. Manufacturer's Data Sheets

- iii. All Possible Future Upgrade Capabilities
- iv. Software Requirements and Registrations

- b. Usage documentation (User Manuals) is also required for the County personnel review. If this documentation does not explain the software, usage procedures and troubleshooting clearly; further documentation will be requested. If it is not obtained in a timely manner, it may serve as an indication that the product is not manageable or efficient. Please submit a copy of a user manual with your proposal.

**C. Functionality**

- a. Vendor shall include in their proposal how the functionality of the system will enhance the system more so than a competitor.
- b. Vendor shall include explicit details on how and what parts of the system will be recommended to be upgraded in the future and the associated time line.

**D. Schedule**

- a. The time frame for which this project shall take place will is provided in this proposal document. However, an actual timeline will be established with awarded vendor that will set hard dates for milestones. It is important to take into account this information during the development of your proposal and to note if there shall be the possibility for the request for changes.

**E. Training/Support**

- a. Training will be provided by the vendor to the County users to allow for maintenance to be carried out to the manufacturers' specifications. Clearly described user training shall include materials and procedure manuals/information. During the warranty period, vendor shall provide training as needed at the County's site and determined by the County.
  - i. Vendor shall include in their proposal an outline of their training programs and associated implementation recommendations.
- b. The vendor must provide details of ongoing system maintenance and support, covering all hardware elements and software compatibility elements.

**CRITICAL ITEMS FOR CONSIDERATION**

**F. Integration**

- a. The proper integration shall be required to make sure that selected system and its software and equipment shall interface with the new and the existing equipment. The proposed system and the associated applications shall be recognizable and user friendly.
  - i. All necessary program integrations, software and hardware elements are outlined in Section 4. Vendor shall read section carefully and make sure elements are strictly adhered to.

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### **Section 3: Warranty Requirements**

#### A. Time

- a. Include the individual product warranty and the system equipment warranty.
- b. Vendor shall provide a product warranty schedule and description. Any exclusion must be listed. This will be a part of the evaluation data.

#### B. Materials Encumbered

- a. Please list all materials, including brand names, part numbers and quantities for all parts and systems requirements that may be outside of what the County already uses. (i.e. Special electronic equipment, etc)
- b. Vendor shall ensure that all materials, software, and equipment furnished under the contract are in good working order, free from defects and in conformance with system specifications. All installed equipment must conform to the manufacturer's official published specifications.

#### C. Upgrades

- a. Upgrades shall be made available for the system as new software becomes available.

#### D. Preventative Maintenance Warranty

- i. Vendor shall provide a recommended preventative maintenance warranty and all associated cost as outlined below.
- ii. Preventative Maintenance-
  1. In addition to providing a Test and Inspection service, the vendor will, on a regular, scheduled basis provide preventative maintenance on the components of the system for a proposed period of time.
- iii. Repair & Replacement Services-
  1. The vendor will provide labor and materials to repair or replace failed or worn components within 48 hours of notifications to maintain the integrity of the system.
  2. Components that are suspected of being faulty will be repaired or replaced in advance to minimize the occurrence of system failure.

### **Section 4: Data Processing Requirements**

#### A. Hardware Requirements

- a. The vendor must provide all the hardware specifications needed to implement and execute their software.
  - i. Examples: PC's, Disk Space, Server(s), Printers, network connections, and monitors.

- b. Hardware brand name recommendations can be included in your proposal, but the County reserves the right to price and purchase the hardware under Ohio State Term Pricing and/or select an appropriate hardware vendor that is most advantageous to the County.

B. Software Licensing and Distribution

- a. If vendor's software license is based on users, vendor shall propose at least a 30 concurrent user licenses. The vendor's software licensing policy shall provide for non-County users to access this system.

C. Database Requirements

- a. The ORACLE relational database management system has gained a large presence in Montgomery County. Therefore, even though an ORACLE solution is not required, it is desired and will be given a stronger preference.

b. Relational Database Management System

- i. The system shall use a multi-user relational database management system (RDBMS) that supports the sharing of data among different users and/or applications.
- ii. The RDBMS shall be a commercially available system.
- iii. The RDBMS shall run on multiple hardware platforms from different hardware manufacturers.
- iv. The RDBMS shall support any AQL.
- v. The RDBMS shall provide ad hoc query and reporting facilities which permit authorized users to extract and copy data element(s) from the files.
- vi. The query and report facilities shall provide methods to limit user resource consumption (i.e. submitting large processing job).
- vii. The RDBMS shall support transaction logging with commit, rollback, and roll forward facilities for restores.
- viii. The RDBMS shall supply a complete data dictionary, which describes all tables, fields, keys, indexes, and any other structure that may be used in the databases.
- ix. The system shall be capable of providing locking facilities with both shared and exclusive locks.
- x. The system shall have facilities to detect and prevent deadlocks.

c. Table/Code Driven Functionality-

- i. To support standardization and speed user data entry and access, the system shall make extensive use of codes and lookup tables versus complete free-form entry.
- ii. The system shall support table driven coding structures (defined by the user), which promote uniform descriptions and formats.
- iii. It is required that tables be accessed and/or displayed as "drop down" or "pop-up" look-up windows.

- iv. The system shall provide on-line, real-time table maintenance facilities for authorized users to edit records and modify default values.
- v. All data entered into the system shall be subject to comprehensive validations and controls that insure integrity, accuracy and completeness as defined by the user and recorded in the data dictionary.
- vi. The system shall offer default values where applicable that expedite the data entry process.
- vii. Codes and default values shall **NOT** be hard coded into the application programs.

d. User Interface

- i. Users shall be able to suspend tasks, without loss of data if they have a need to perform lookups in other parts of the system.
- ii. The system shall allow return to main menu options from within every screen.
- iii. Screen design shall be efficient so that movement between functions is easy to achieve without passing through an excessive number of menus and screens.
- iv. The system shall have an “expert” mode, or “hot keys”, that allows the users to “fast path” through procedures. That is, users who are familiar with the system should not have to traverse through many menus or screens to reach a particular screen or process.
- v. The system shall provide an on-line help document.
- vi. The system shall indicate to the user the nature of errors detected and appropriate procedures for correcting the errors through on-line system prompts.
- vii. It is required that the user manuals for the applications be available on-line.
- viii. The system shall provide capability to permit the online entry and modification of user-defined documentation.
- ix. The system shall support full windows functionality, including exporting data to other applications like excel and access.
- x. Authorized user shall have the ability to access the system off site if necessary.

e. External Interfaces

- i. The system shall have the ability to accept or transfer data from other media such as floppy disk or CD's or DVD's.

f. Relational Database/Application Development Tools

- i. The software package's language shall provide facilities for database access using SQL.
- ii. The language used for the system's development should be available to Montgomery County for maintenance and other development.
- iii. The system should include database and application development software to modify on-line screens, reports or database tables.

- iv. The system shall include the tools necessary for the end user to create and amend forms and reports.
  - v. The system shall include an ad-hoc report utility to allow users to retrieve and sort the data by any database field; by any entered value; and by using “great than”, “less than”, “equal” and “not equal” logic.
    - 1. The ad hoc report utility shall be a user-friendly package allowing the users to produce statistical and “what if” reports with no assistance from the data processing staff.
    - 2. The results of the utility shall be available online or in hard copy form.
  - g. PC Application Support
    - i. The system shall be able to be accessed from Windows in order to allow users to perform multi-tasking.
    - ii. The system shall be able to import data from, and export data to data files that are accessible to Excel spread sheets in a Windows environment.
      - 1. Acceptable file formats are \*.XLS files.
      - 2. The system shall interface with database packages like MS ACCESS.
    - iii. The system shall support the use of Microsoft Word in a Windows environment and provide the ability to integrate information from the database into the work processing text.
- D. Data Conversion
- a. The Montgomery County Data Processing department will work with the winning vendor to supply text files that will need to be loaded into the new database. You should include in the pricing the implementation cost associated to the loading of this data in your proposed table structure.

### **Section 5: Responsibilities**

#### **A. Integration with Software**

- a. Montgomery County will also be a factor in determining if the proposal meets all the integration requirements.
- b. A cross over plan is required that will allow for system requirements be put in place without disrupting daily function of business.

#### **B. Vendor**

- a. The vendor will be responsible for all the equipment, installation of the equipment, and ensuring the proper function of the equipment. They are also responsible for ensuring that the project timeline is kept on track.
- b. It is also the responsibility of the vendor to ensure the workmanship and quality of any approved subcontractors. All actions taken by the subcontracts will be the sole responsibility of the vendor and will be treated as one entity by Montgomery County.

- c. Vendor shall state the support expected from Montgomery County to install Vendor's system. The statement shall include, but not be limited to, working space, environment, equipment of any kind, telephone service, etc.

**Section 6: Schedule and Contact Information**

The following schedule is an outline of events that will serve as the basis for this project. A detailed project timeline will be available at the mandatory pre-proposal conference.

**TIMELINE:**

- ◆ Project Advertisement.....February 15, 2013
- ◆ Questions Due.....February 25, 2013
- ◆ Answers Available.....February 27, 2013
- ◆ Proposals Due.....March 6, 2013
- ◆ Vendors Notified.....March 13, 2013
- ◆ Negotiation with Selected Vendor(s).....March 18-22, 2013
- ◆ Award.....April 2013
- ◆ Project Start Date.....April 2013
- ◆ Completion Date.....May 2013

**Contact Information:**

**Purchasing-**

1.) Melissa Wilson, CPPB, Senior Buyer

937-781-2673 OFFICE

**Section 7: Proposal Format and Submittals**

\*Any proposal that does not adhere to this format may be eliminated from the selection process at the discretion of Montgomery County.

A. Table of Contents

- a. A table of contents providing a listing for each section of the proposal is required, including the appendices and any additional material submitted.

B. Executive Summary

- a. This section should provide a concise summarization of the products and services being proposed to meet the County's needs and why it is the solution to the County should decide to implement.

C. Company Overview

- a. This section should provide information about the Proposer's company, services, and corporate structure, including an organization review, key contracts, and customer relations. This section must include the following information:
  - i. A brief description of the company
  - ii. Company history
  - iii. Current size of the company
  - iv. Company location
  - v. Length of time in business

- vi. Length of time providing services as outlined in this proposal
- vii. Qualifications of the company to respond to this RFP
- viii. Description of the company's involvements, if any, with setting of standards in areas relevant to this proposal
- ix. Research and development budget as well as a narrative on the future focus for the modeling tool
- x. Names, address, telephone numbers, resumes, and email address of principal company contacts (any additional provided to the enclosed vendor form).

D. Experience and References

- a. Discuss the firm's experience in developing and supporting modeling tools.
- b. Provide at least 3 current references (last 5 years) where similarly proposed software is in current operation.
- c. References must include:
  - i. Contact Name
  - ii. Contact Address
  - iii. Contact Telephone and Fax Number
  - iv. Contact Email Address
  - v. Brief Description of Product Implementation and Services Provided

E. Proposed System Overview

- a. A brief description of the proposed system must be provided so the when evaluated, a basic understanding of the standard capabilities of the system can be established. System strength and weaknesses shall be clearly noted.

F. Hardware, Software, Infrastructure Environments

- a. Proposers are advised that the County will use some existing hardware and software where applicable. Each application tier should be the best fit for the specific function and should fit within the County's hardware, software and networking standards. When defining an optimal solution, vendor shall consider the impact of the currently used hardware, software and infrastructure.

G. Response to Detail Requirements

- a. This section shall include the response to the information provided at the mandatory pre-proposal conference. The response shall include any exceptions, conditions, qualifications, or alternatives for meeting the given requirements.
- b. Vendors shall provide a written response to each group of detailed requirements.

H. Operation Manual

- a. Vendor shall provide instructional material and/or information to provide the source of information to enable user's instruction on an ad-hoc basis.



- b. Vendor may offer to provide training for future needs for new staff past the mandatory warranty period, or new versions of software as an option.
- I. Ongoing Support/Training
- a. The vendor must provide details of ongoing system maintenance and support, covering all hardware elements and software compatibility elements. Please provide at minimum the following in detail:
    - i. Support/desk facilities including hours (include guaranteed response times and escalation procedures).
    - ii. All annual maintenance and support costs.
    - iii. The system warranty, its coverage and limitations.
    - iv. The web support strategy, if applicable.
    - v. Written operation manuals.
- J. Additional Information
- a. Any additional pricing or non requested material that the vendor thinks is pertinent to the proposal.
- K. Pricing
- a. The vendor must provide detailed descriptions of connectivity, hardware, software, software upgrade and support services to be delivered as part of this contract.
  - b. All costs to the County must be specified in its own section.
  - c. The schedule shall include all solution costs, including hardware configurations, baseline software costs, software maintenance costs, and installation, training and modifications services, as applicable.
  - d. The County will not pay any costs associated with the preparation, transmittal, or presentation of any proposals or material submitted in response to the RFP.
  - e. The County will not pay any costs associated to shipping of equipment prior to the project, during the project or during the warranty period.
- L. Literature
- a. Vendor must provide all literature pertaining to this project and applicable to all materials included.

## **Section 8: Evaluation**

### **A. Evaluation Team**

- a. The evaluation team shall consist of people from Purchasing, Recorder's Office, and Data Processing.

B. Evaluation Process & Criteria

- a. Visual evaluation will be done by each member of the evaluation committee to ensure that all the criteria have been covered and the format as described in Section 6.
  - i. Proposers will be evaluated on the following:
    1. Integration Plan
      - a. Compatibility
      - b. Design & Functionality
      - c. Upgradeability
    2. Technical Requirements- Compliance
      - a. Proposed System Overview
      - b. Hardware, Software, Infrastructure Environments
      - c. Operation Manual
      - d. Literature
      - e. Compliance with system requirements
    3. General Requirements
      - a. Company Overview
      - b. Experiences and References
      - c. Overall Response to Proposal
    4. Ongoing Training and Support
    5. Pricing
    6. Miscellaneous Requirements
      - a. Response to Detail Requirements
      - b. Additional Information

C. Negotiations Process

- a. Selected vendor(s) shall have given a price in their proposals. If the Montgomery County feels that this is not the best price that the vendor could offer, negotiations may take place.
- b. Montgomery County will negotiate with the vendor who submits the most advantageous proposal based on the rankings of the evaluation team and conduct negotiations.
  - i. Negotiations will be conducted with one vendor at a time.

D. Notification

- a. All proposers will be notified via email and formal letter of the decided outcome of the project.

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Complete the following questions and check off () the appropriate response. Failure to answer all questions on the following page(s) may be cause to reject your bid as non-responsive. It is the responsibility of the bidder to identify and explain all exceptions to these specifications. Montgomery County will not accept any deviation from the specifications, which is not identified and explained in the bidder's proposal.

1. Exceptions to specifications?

Yes  No (If yes, a complete list of any and all exceptions **MUST** be attached to your bid to receive consideration)

2. Warranty Information Enclosed?

Yes  No

3. Vendor has completed and is submitting forms #3, #4, and any other required forms?

Yes  No

4. Vendor has read, understands and accepts the attached GENERAL CONDITIONS (pages 2 thru 5)?

Yes  No

5. Prices include any and all delivery charges?

Yes  No

6. All proposal items requested in format Section 6 included?

Yes  No

7. Proposal will remain open for acceptance for 90 days after opening unless otherwise stated.

Yes  No

Bidding Company \_\_\_\_\_  
This page **MUST BE** Returned as part of Bid Packet

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**QUESTIONS CONTINUED:**

8. Vendor is open to negotiating pricing options in regards to best value?  
 Yes    No
9. All required information has been included and is in the correct format?  
 Yes    No
10. Vendor understands that the pricing given in this proposal is subject to negotiation?  
 Yes    No
11. Vendor has provided all the necessary acquisition/transitions data?  
 Yes    No

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***SIGNATURE SECTION:***

The undersigned hereby certifies that any services, materials and/or equipment furnished as a result of this bid will be in full accordance with Montgomery County Specifications applying thereto, unless exceptions are stated above.

Bidding Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Amount of Bid Bond \$   N/A   (All bid bond checks will be returned AFTER award of contract)

Print or Type Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_ (Blue Ink)

With this signature I hereby certify that I am authorized as an agent for the above named company and offer this Bid with intention to enter into a contract with Montgomery County if awarded.

Bidding Company \_\_\_\_\_

This page MUST BE Returned as part of Bid Packet

**DISCLOSURE POLICY**

The Board of County Commissioners of Montgomery County, Ohio, has adopted a disclosure policy which requires persons or business contracting with the Board of County Commissioners of Montgomery County, Ohio, to disclose to the Board any business and/or family relationship which the contracting party has with any public official, or person employed by any public official in Montgomery County, Ohio. Immediate family relationships, for disclosure purposes, are defined as spouse; children; parents (natural and by-law); and siblings (natural and by-law). Disclosure of this information will not necessarily preclude the award of a contract to the undersigned. The undersigned party, in accordance with intent of resolution No. 88-1276 agrees to disclose, to the best of its knowledge and ability, the following information.

**CORPORATION**

The identity of any county Official, County employee, or member of a county official or county employee's immediate family, who hold(s) a position of responsibility being defined as a position having decision making capacities including but not limited to a member of the board of directors, officer of the corporation, or trustee;

**PARTNERSHIP**

The identification of person(s) employed by the partnership and or the name(s) of any of the immediate family who is, or who are, also simultaneously employed by any public official of Montgomery County, Ohio, or public office or agency of Montgomery County, Ohio;

**CONSULTANT**

The identification of person(s) employed by the consultant and or the name(s) of the consultant's immediate family who is, or who are, also simultaneously employed by any official of Montgomery County, Ohio, or public office or agency of Montgomery County, Ohio;

Should the undersigned party have knowledge or information concerning the above categories, the undersigned party is to submit this acknowledgement form with a detailed explanation of the names of the parties involved and the particular relationship. Please check the appropriate box.

DOES NOT APPLY

DOES APPLY WITH EXPLANATION  
ATTACHED

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

**NOTE:** This form only pertains to companies or businesses having property within Montgomery County, and possible delinquent personal property taxes owed by them to Montgomery County. Bidders who do not have property within Montgomery County are to mark this form as **N/A (Not Applicable)**, **sign it, have it notarized**, and return it with the bid documents. **This form must be completed and returned.**

STATE OF OHIO:  
COUNTY OF \_\_\_\_\_:

FORM NO. 4

To the Auditor of Montgomery County:

The affiant, \_\_\_\_\_  
(name of person, organization, or company)

located at \_\_\_\_\_  
(address)

After being duly sworn, states the following: The affiant, at the time the bid for

\_\_\_\_\_ was submitted (check one):

- Was not charged with any delinquent personal property taxes on the general tax list of Montgomery County, Ohio
- Was charged with delinquent personal property taxes on the general tax list of Montgomery County, Ohio in the principal amount of \$ \_\_\_\_\_ with the sum of \$ \_\_\_\_\_ added for due and unpaid penalties and interest.

Further the affiant sayeth naught,  
Sworn to and subscribed by \_\_\_\_\_  
(name of person, organization, or company)

on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of person or authorized  
representative of affiant

STATE OF OHIO:  
COUNTY OF \_\_\_\_\_:

Before me, a notary public, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Personally appeared \_\_\_\_\_

the affiant in the foregoing affidavit, who acknowledged the signing thereof to be \_\_\_\_\_ voluntary act and deed.

In testimony whereof, I have hereto subscribed by name and affixed my seal on this day and year aforesaid.

\_\_\_\_\_  
Notary Public