



CUYAHOGA COUNTY OF OHIO REQUEST FOR PROPOSAL

Issue date: December 27, 2013

RFP 29315

RFP Title: CUYAHOGA COUNTY OF OHIO
ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

Issuing Department: The Office of Procurement & Diversity
Reserve Square, Lower Level
1701 East 12th Street
Cleveland, Ohio 44114

Requesting Department: Cuyahoga County Department of Information Technology
1255 Euclid Avenue, 4th floor
Cleveland, Ohio 44115

**Due to Issuing Department
Date & Time:** April 25, 2014 by 11:00 A.M.

All Inquires should be directed to: Debbie Davtovich, Web & Applications Administrator
email: ddavtovich@cuyahogacounty.us

ALL PROPOSALS ARE TO BE MAILED OR HAND-DELIVERED DIRECTLY TO THE ISSUING DEPARTMENT SHOWN ABOVE. ANY PACKET RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL BE RETURNED UNOPENED.

All County contracts are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Board of Control, Contracting and Purchasing Ordinance, and the successful vendor shall comply with all such ordinances as an integral part of all County contracts. Copies of all County ordinances are available on the County Council's web site at: <http://council.cuyahogacounty.us/>

PUBLIC NOTICE
REQUEST FOR PROPOSAL (RFP # 29315)

The Cuyahoga County Department of Information Technology is now soliciting qualified proposals from firms interested in providing for an Enterprise Resource Planning (ERP) System to Cuyahoga County.

A pre-proposal conference is scheduled for January 30, 2014 at 11:00 AM at Cuyahoga County Department of Information Technology, 1255 Euclid Avenue, 3rd Floor, Cleveland, Ohio 44115. Copies of the proposal specifications are available from the Office of Procurement and Diversity. Specifications will not be made available at the conference.

Vendors are also encouraged to register with the County's BuySpeed Vendor Registration Program on the Internet at www.opd.cuyahogacounty.us to receive notices of future bid opportunities [Phone: (216) 443-7200]. Awarded Contractors must be registered with the Cuyahoga County Inspector General. Information can be accessed on the Internet at www.inspectorgeneral.cuyahogacounty.us

Completed proposals must be submitted to the **Office of Procurement and Diversity**, Reserve Square, Lower Level, 1701 East 12th Street, Cleveland, Ohio 44114 (Note: For delivery by U.S. Postal Service only – Bids/Proposals must be addressed to Cuyahoga County Office of Procurement & Diversity, 1219 Ontario Street, Room 110, Cleveland, Ohio 44113), no later than 11:00 a.m. on April 25, 2014.

Lenora M. Lockett, Director
Office of Procurement & Diversity

Publish in the Plain Dealer on December 27, 2013

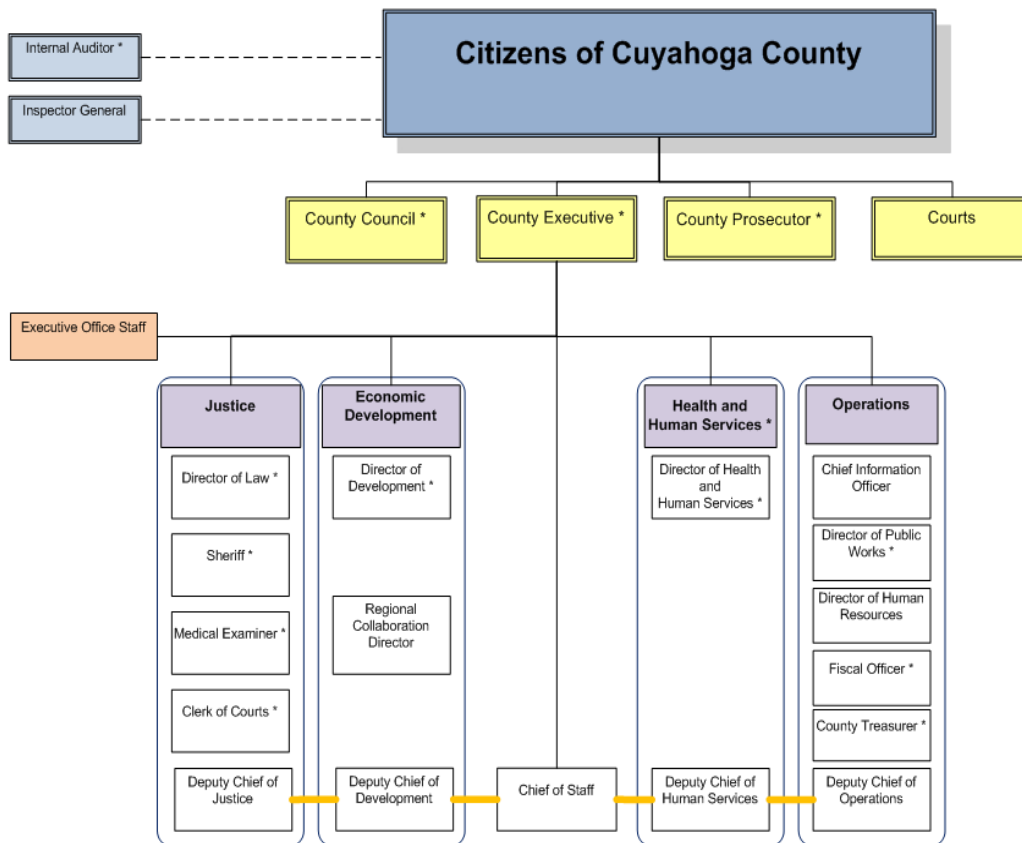
This notice may be viewed at the following Cuyahoga County Internet site: www.opd.cuyahogacounty.us by selecting "Notices and Contracts Search." At "Select Item Type to view by" click on "Notices." Next enter the "Notice Bid Close Date" range or "Notice Number" and select "search" to view applicable notices.

CUYAHOGA COUNTY OF OHIO ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

Background Statement

Cuyahoga County is located in the state of Ohio, United States. It is the most populous county in Ohio; according to the 2010 census, it has a population over 1.2 million. In November 2009, county voters approved the adoption of a county charter form of government with an elected county executive and an 11-member county council. Each council member represents a single district. Within Cuyahoga County there are 38 cities, 19 villages and 3 townships. Below are some general facts about the largest county in the State of Ohio:

- Operating revenue of over \$1.3 Billion year
- 550+ Servers - Physical and Virtual
- 29th largest county in the USA
- 350+/- Applications or Systems
- 8,223 Employees
- 200+/- IT Contracts
- 180 IT personnel
- 16 miles Fiber, 6400+ VOIP phones
- Central IT Operating budget \$ 17Million Year
- 38 County Agencies
- 6,300+ PC's
- 120.0 TB Disk Requirements



* Charter Officials

Updated May 5, 2012

Problem Statement

As with most organizations, the current state of affairs in Cuyahoga County is the result of years of processes and procedures that, while effective for their initial purpose, can benefit from today's modern approaches and state-of-the-art technology. The County has made substantial strides in streamlining business operations; now it is time to put into operation this new sense of direction.

The current-state also includes systems that have run their useful life and need to be replaced. The County is in a precarious position of having to work with increasing "fixes" to older systems. Technical support, if available, may be with third party vendors and programmers.

Below are some of the key focus areas:

- Certain systems do not interface in a way that takes advantage of enterprise-class system strengths
- Although some processes are automated, numerous manual processes still exist throughout the County. In some cases, this results in duplication of work or re-work and delays in processing
- Documentation of current processes and understanding of these processes is not easily accessible or non-existent
- E-mail and Microsoft Office documents are the primary software employed
- The County is limited in its ability to share data for analysis and sees an enterprise environment as one way that will help improve the quality of data from and between agencies
- There are limitations in the County's ability to accurately track the status of transactions and to report on activities or provide metrics for these items
- The County is looking to improve on its ability to ensure that required information and documents are properly provided by requesting departments and proper authorizations and reviews are completed
- The Cuyahoga County Department of Public Works, in addition to the above limitations, also has silo applications and is greatly dependent on paper causing redundant data entry with little to no continuity.

The Procurement and Diversity Department is currently developing their OnBase project that includes an agenda builder, automated workflows, document retrieval and tracking capabilities though it excludes any interfaces to financial systems, work order management systems or Computer Maintenance Management System (CMMS).

The Enterprise Resource Planning (ERP) system project includes but is not limited to an integrated system with a common database; real-time view of data and transactions; technologies that support ERP systems; and strategies designed to optimize ERP project benefits services.

The purpose of this contract is to acquire, implement, document processes and train the County on an Enterprise Resource Planning solution that allows the County to have an integrated view of all the

business processes and other sub-processes for the various agencies and departments within the County.

Project Statement

The ERP system will leverage established “best practices” that increase efficiency and effectiveness in reporting and operations while achieving the County’s departments and agencies goals. This ERP will allow the County to ensure available resources are utilized in an optimum manner while the system structure will ensure the proper controls and procedures are followed with minimal intervention from outside the ERP system.

Project Scope

It is imperative that the proposed ERP solution be compatible with other County strategic information technology initiatives and incorporates the following assumptions:

- The Countywide ERP implementation can be completed in less than 24 months
- The vendor will follow best practices
- The vendor will identify opportunities to optimize system benefits
- The vendor will detail an implementation plan that reduces risk
- The vendor will demonstrate a commitment to user training and knowledge transfer

The ERP system will be implemented across the complete County structure and will have an impact on every County department, agency and employee:

- | | |
|-----------------------------|----------------------------|
| ➤ Accounting and Finance | ➤ Public Works |
| ▪ General Ledger | ▪ Facilities Services |
| ▪ Accounts Receivable | ▪ Facilities CMMS |
| ▪ Accounts Payable | ▪ Inventory Tracking |
| ▪ Financial Reporting | ▪ Fleet Management |
| ▪ Fixed Assets Reporting | ▪ Fixed Assets Management |
| ➤ Budget Management | ➤ Treasury |
| ➤ Budget Commission | ➤ Project Management |
| ➤ Licensing | ➤ Grants Management |
| ➤ Human Resources / Payroll | ➤ Procurement / Purchasing |
| ➤ Benefits Administration | ➤ Performance Management |
| ➤ Learning Management | ➤ Work Order Management |
| | ▪ Road and Bridges |
| | ▪ Sewer Repairs |

The ERP will include traditional ERP applications such as Fiscal Reporting, Payroll, Grant Management and Human Resources Management. It is also to integrate with non-traditional ERP applications such as Fleet Management, Project and Work Order Management and Facility Services Management that is also integrated with a Computer Maintenance Management System (CMMS).

Deliverables

(Indicate the page number(s) where this information can be found in your written response)

Project Execution Platform:

- Provide a platform for the County and the Vendor to collaborate together in order to complete the project more efficiently, effectively and with better results. This platform should assist with, but not be limited to, the following:

- * Reporting and Dashboards
- * Expense and Budget Tracking
- * Issues Management
- * Time Tracking
- * Resource Management
- * Documentation and File Sharing

Implementation:

- Provide a detailed installation, conversion and training plan outlining the overall implementation of the new ERP system. This plan should include project time-frames with goals and objectives tied to the time-line.
- Provide information concerning requirements of County staff and facilities.
- Provide on-site ERP system implementation, application and system training prior to and during system implementation and additional training support for one year after the system is operational. This support will be scheduled to meet the needs of the County.
- Provider will fix bugs and provide solutions in a timely fashion and provide weekly progress reports during testing and implementation.
- Provide recommendations concerning the overall infrastructure and architecture. The vendor should evaluate the County's network infrastructure and overall architecture and make recommendations for right-sizing for the proposed environment.
- Recommendations should include detail concerning any purchase requirements for software, hardware, network/communication, licensing, and/or Hosted/SaaS costs, licensing, etc...
- If the vendor provides solutions for both Hosted/SaaS and County installed environments, the vendor will provide detail for both options.
- The system shall functionally meet all Ohio Revised Code and Ohio Administrative Code requirements.

- Vendors must include in their bid how State mandated changes (including legislative, judicial or administrative) will be incorporated into their software. This must include recently implemented House Bill 141 requiring different types of data being redacted from the public record but still maintained by both offices. This discussion must include any costs that Cuyahoga County will incur.
- Provide a Service Level Agreement that specifies response times for priority 1, 2, 3, 4, etc, outages.

Troubleshooting/Testing/Go-Live:

- The solution provider will provide an automated troubleshooting procedure in which defects and fixes will be identified, facilities and remediated in an expeditious manner.
- Critical problems or issues that impact the implementation schedules of any component and/or County primary business functions must have a reliable and technically sound work-around that allows the County staff to interact directly with the solution provider's application developers and analysts in order to achieve a rapid solution.
- The County expects a service level agreement that provides us with prompt resolution.
- The provider should perform regression testing with input from the specific County contact (i.e. Fiscal, Treasurer, and Public Works) for the application software and produce documented and approved test results before migration into the production environment.

Licensing, Warrant and Maintenance:

- The vendor must identify all prices associated with the ERP system licensing, both start-up and continuing, from installation and initial configuration, including on-going prices associated with yearly updates and enhancements for a period of at least five (5) years.
- All software components must carry a warranty of three (3) years. The warranty period is to begin on the day of system acceptance, not the day the software is loaded on the system. The bid must state the period covered by warranty.
- The bid must show fixed maintenance prices for three (3) years following the warranty period, and a fixed price for two (2) additional one-year optional agreements that may be executed by Cuyahoga County.

- Cuyahoga County recognizes that some vendors offer maintenance agreements that cover multi-year periods but require the payment to be made at the time of acceptance. Cuyahoga County encourages vendors to provide these maintenance options, but for evaluation purposes, the “year-at-a-time” prices will be used. If the selected bid includes the discounted, multi-year maintenance agreements and if the total price of the bids fits within the guidelines of the approved expenditure, Cuyahoga County may take advantage of that maintenance option. If a mandatory license agreement is required, then the vendor must list the price on a yearly basis.
- The vendor must provide maintenance during the warranty period at no cost to the County. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software.
- The warranty must include updates that are dictated by the State of Ohio. If changes are made to the tax laws effective for the tax year of implementation, the warranty must specify that the vendor will make these changes at no additional charge.
- The software maintenance agreement must cover a twenty-four (24) hour, seven (7) days a week operating window (7/24). The vendor must correct any material programming errors that are attributable to the vendor within a reasonable time, provided the County notifies the vendor, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem.
- The vendor's response to a programming error or defect will depend upon the severity of the problem. In the case of errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ workarounds to fully use the software, the vendor must respond to requests for resolution immediately and begin working on a proper solution within one business day (depending criticality), dedicating the resources of one qualified programmer full-time to fixing the problem.
- Provide the plan to respond to software problems and general inquiries. Explain how problems unique to Cuyahoga County will be corrected. Explain in what situations Cuyahoga County would incur additional prices and what the price categories would be.
- Proposal must include the problem escalation procedures and identify the location from where the support personnel will be dispatched.
- Proposal must define the conditions under which vendor personnel will be available to perform modifications during the life of the software. Explain in what situations, Cuyahoga County would incur additional costs and just what the price categories would be.

- Proposal must describe the software vendor's approach to releasing upgrades. This discussion must include information about the timing of releases and the prices involved. If software becomes available on new platforms (hardware) and/or operating systems, explain the policy concerning existing customers making the change to the new software.
- Hardware and software utilities provided by the vendor must be warranted for a period of five (5) years with a minimum of four (4) hour response time, on-site service.
- The vendor shall provide fixed prices for the system source code and any associated development licenses for updating the source code.

Training, Change Management and Documentation

- Vendor must provide training for all designated Cuyahoga County ERP user employees. Training must be provided for all application software.
- Vendor must provide change management processes, tools and techniques for managing the people-side of change.
- The Vendor must prepare and provide a training plan with scheduled dates, time frames and locations, even if dates are tentative. All training must be done at the Cuyahoga County complex. The training plan must be submitted for approval and included in the overall implementation plan. Training shall be provided as a part of the Test and Acceptance Requirements. A training course curriculum must also be submitted and approved by Cuyahoga County.
- Training must be available for three categories of employees: System Users, System Administrators, and System Developers. System Developers are required to be able to perform system enhancements on licensed commercial software and system modifications on custom software where the source code has been provided to the County.
- Documentation for the utilization of all Vendor supplied software must be provided. Documentation shall be submitted to Cuyahoga County for review and approval before distribution to users. Vendor is responsible for updating documentation to reflect any Cuyahoga County approved changes/corrections which may be required after initial distribution.
- Training is to take place prior to system implementation and two (2) years after the system is operational. Course curriculum and documentation must be developed for the following areas:
- The vendor must train key personnel who will daily utilize the system for data entry and inquiries. This will include approximately 100 employees in total

- Additional training will include five (5) designated users/coordinators from each application functional group, e.g., Fiscal, Treasury, Operations, Budget Management, Budget Commission, Procurement, Human Resources, Public Works, etc...
- * Training must include the utilization of process flows, all screens and execution of all reports
- A separate curriculum must be developed for the ad-hoc reporting utility. Users must be able to develop their own ad hoc queries without assistance from IT personnel
- Training will include the designated Department of Information Technology personnel. The curriculum and documentation must include utilization of any end-user tools. This includes both System Administrators and System Developers as applicable to the system proposed

Work Schedule

A project of this size requires a phased-in approach to the implementation. The County would anticipate the first phase to start during the first half of 2014. In this first phase, the focus will likely be on the Accounting, Finance and Public Works departments. The County anticipates the complete project to take less than 24 months.

The County anticipates providing internal resources to assist with the ERP implementation. Personnel from the key areas will provide functional leads; the County Department of Information Technology will provide technology contacts. Specific contacts and personnel requirement will be addressed in greater detail as the project schedule is established.

Minimum Vendor Qualifications

Cuyahoga County of Ohio seeks to obtain a comprehensive RFP response that consists of the ERP application software solution, system integration services and any third party software that is being recommended. Only vendors who have provided ERP software solutions and successfully implemented ERP systems of equal or greater size than Cuyahoga County should respond.

Prior Experience

In order for offers to be considered responsive, vendors must meet these minimum prior experience requirements.

Cuyahoga County of Ohio seeks to contract with a vendor that has experience working with the Public Sector (i.e. federal, state or local governments) and has successfully implemented a complete ERP solution in an entity of approximately the same size. The County is not accepting proposals for beta testing applications.

A vendor's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and the proposal will be rejected.

County's Reservation of Rights

The County may evaluate the qualifications and experience based on the anticipated completion of all or any portion of the Project. The County reserves the right to divide the Project into multiple parts, to reject any and all qualifications and re-solicit for new qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project.

The County may, at its sole discretion, award multiple contracts per service area, or may award one contract for all service areas. For example, the County may award one contract to one vendor for a portion of the ERP application, and other contracts to other vendors for the remaining portions. Alternatively, the County may award one contract to one vendor for all service areas. Proposers may submit a proposal for one or multiple service areas. Proposers who submit a proposal for multiple service areas may be awarded a contract in one or multiple service areas. All proposals must include separate pricing for any third party providers separately from the complete proposal cost.

The County makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

Constraints

The Vendor must comply with all laws, rules and regulations dictated by the Cuyahoga County Charter, the State of Ohio or the United States Federal Government.

The Request for Proposal shall be a MAXIMUM OF ONE HUNDRED FIFTY (150) PRINTED PAGES. The cover letter, table of contents, divider sheets, Execution of Offer, and completed government functional requirements (aka. specifications) in Attachment A do not count as printed pages.

By submitting qualifications in response to this RFP, respondents accept the evaluation process. The respondent also acknowledges and accepts that determination of the “qualified” firm(s) will require subjective judgments by the Owner.

The Request for Proposal should include, but not be limited to, the following:

- Project Plan
- Scope Documentation
- Process Descriptions and Process Flows
- Setups
- Training Materials
- Customizations detail (design and implementation)
- System Design
- Interface Specifications
- Conversion documentation
- Procedures
- Issue Log and Resolution
- Test scripts and sign-offs

- User Acceptance Testing (UAT) sign-offs

In light of the complexity of this project, upon review of the Request for Proposal, the top ranked qualified respondents will be requested to attend an interview with the County to confirm their proposal, answer additional questions and provide in depth demonstrations.

The interview process will include an on-site (without costs and fees) demonstration of the ERP System capabilities for further evaluation. A Technical Review with emphasis on configurability, DBM implications, as well as testing methodologies, will also be conducted. The County will work with each interviewee to provide County details that can assist creating a more relevant demonstration

The County will then rank the remaining qualified respondents in order to identify the proposal that provides the “best value”.

All Vendors providing proposals to the County must be headquartered in the United States of America. Once awarded the contract, the Vendor must agree that all employees providing technical services or support will be based in the United States.

PROPOSAL SUBMISSION INFORMATION

Proposed Format

The County discourages overly lengthy and costly proposals. In order for the County to evaluate proposals fairly and completely, vendors should follow the format set forth herein and provide all of the information requested.

Proposals that do not adhere to these formatting requirements may be considered non-responsive.

One (1) bound original, ten (10) bound copies and one electronic copy on compact disk or flash drive are to be submitted. Request for Proposals are required to be submitted, by the designated date and time, in a sealed package and labeled as:

"Request for Proposal RQ29315
Cuyahoga County of Ohio
Enterprise Resource Planning (ERP) System"

Proposals must remain open and valid for ninety (90) days from the opening date, unless the time for awarding the contract is extended by mutual consent of Cuyahoga County and the vendor

SECTION I - INTRODUCTION

Cover Page

This must include the RFP number, title and complete vendor name and mailing address.

Cover Letter

Proposals must include the telephone number and e-mail of the person the County should contact regarding the proposal.

Proposals must confirm that the organization will comply with all the provisions of this RFP, and include a conflict of interest statement. Any exceptions to the County contract general terms and conditions should be discussed here.

The letter must contain the following:

- Brief description of the organization
- Mission Statement
- History
 - Number of years in business
 - Type of services provided
- Legal status of your organizations (i.e. Corporation, Partnership, Sole Proprietor, Limited Liability Company or Limited Liability Partnership)
- Federal Tax ID Number
- Company's principal financing or banking organization contact's name, address, e-mail and telephone number

Along with the cover letter, include a copy of the most recent audited or compiled financial statements prepared by a Certified Public Accountant.

A vendor representative authorized to make contractual obligations must sign the cover letter.

Table of Contents

Provide sufficient detail so reviewers can locate all the important elements of your document readily. Identify each section of your response as outlined in the proposal package.

Executive Summary

Provide a high level overview of your approach, the distinguishing characteristics of your proposal, and the importance of this project to your overall operation. Establish the problem, recommend your solution, explain its value and provide substantiation why your company is the right choice.

SECTION II - PROJECT UNDERSTANDING (35 Points)

Provide the Following Information:

What do you understand to be the purpose and scope of this project?

What are the pertinent issues and potential problems related to the project?

Scope of Work/Solution/Project Narrative

What is your proposed solution to the needs identified by the County?

Provide a detailed installation, conversion and training plan outlining the overall implementation of the new system.

This plan should include project time-frames with goals and objectives tied to the time-line.

Provide information concerning requirements of County staff and facilities.

Deliverables

1. Complete the Cuyahoga County Government Functional Requirements (Attachment A). Each requirement listed in this attachment must be addressed. Please complete the template by selecting with an "X" in the applicable VENDOR RESPONSE CODE in the columns.
 - If the requirement is not "out of the box", please provide as much documentation as possible to support how you would implement that requirement and estimates of what impact the implementation would have on time frames of the project.
2. Complete the Cuyahoga County Deliverables by describing, in graphic and written form, the deliverables in specific, and to the extent possible, measurable terms.
 - **Project Execution Platform:**
 - Provide a platform for the County and the Vendor to collaborate together in order to complete the project more efficiently, effectively and with better results. This platform should assist with, but not be limited to, the following:
 - Reporting and Dashboards
 - Expense and Budget Tracking
 - Issues Management
 - Time Tracking
 - Resource Management
 - Documentation and File Sharing

- **Implementation:**

- Provide a detailed installation, conversion and training plan outlining the overall implementation of the new ERP system. This plan should include project time-frames with goals and objectives tied to the time-line.
- Provide information concerning requirements of County staff and facilities.
- Provide on-site ERP system implementation, application and system training prior to and during system implementation and additional training support for one year after the system is operational. This support will be scheduled to meet the needs of the County.
- Provider will fix bugs and provide solutions in a timely fashion and provide weekly progress reports during testing and implementation.
- Cuyahoga County is open to vendor recommendations concerning the overall infrastructure and architecture. The vendor should evaluate the County's network infrastructure and overall architecture and make recommendations for right-sizing for the proposed environment.
- Recommendations and pricing should include detail concerning any purchase requirements for software, hardware, network/communication, licensing, and/or Hosted/SaaS costs, licensing, etc...
- If the vendor provides solutions for both Hosted/SaaS and County installed environments, the vendor will provide detail for both options.
- The system shall functionally meet all Ohio Revised Code and Ohio Administrative Code requirements.
- Vendors must include in their bid how State mandated changes (including legislative, judicial or administrative) will be incorporated into their software. This must include recently implemented House Bill 141 requiring different types of data being redacted from the public record but still maintained by both offices. This discussion must include any costs that Cuyahoga County will incur.
- Provide a Service Level Agreement that specifies response times for priority 1, 2, 3, 4, etc, outages.
- Provide system performance benchmarks based on The County's usage of the system and recommended infrastructure, as well as utilities that can monitor/measure performance.

- **Troubleshooting/Testing/Go-Live**

- The solution provider will provide an automated troubleshooting procedure in which defects and fixes will be identified, facilities and remediated in an expeditious manner.
- Critical problems or issues that impact the implementation schedules of any component and/or County primary business functions must have a reliable and technically sound work-around that allows the County staff to interact directly with the solution provider's application developers and analysts in order to achieve a rapid solution.
- The County expects a service level agreement that provides us with prompt resolution.
- The provider should perform regression testing with input from the specific County contact (i.e. Fiscal, Treasurer, and Public Works) for the application software and produce documented and approved test results before migration into the production environment.
- The County will retain regression testing and all other test scripts for future use. It is hoped that some testing can be automated with a minimum of human intervention.

- **Licensing, Warrant and Maintenance**

- The vendor must identify all prices associated with the ERP system licensing, both start-up and continuing, from installation and initial configuration, including on-going prices associated with yearly updates and enhancements for a period of at least five (5) years.
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- The warranty must include updates that are dictated by the State of Ohio or the Federal Government. If changes are made to the tax laws effective for the tax year of implementation, the warranty must specify that the vendor will make these changes at no additional charge.
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- Provide the plan to respond to software problems and general inquiries. Explain how problems unique to Cuyahoga County will be corrected. Explain in what situations Cuyahoga County would incur additional prices and what the price categories would be.
- Bids must include the problem escalation procedures and identify the location from where the support personnel will be dispatched.
- Bids must define the conditions under which vendor personnel will be available to perform modifications during the life of the software. Explain in what situations, Cuyahoga County would incur additional costs and just what the price categories would be.
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 - Training must include the utilization of process flows, all screens and execution of all reports
- A separate curriculum must be developed for the ad-hoc reporting utility. Users must be able to develop their own ad hoc queries without assistance from IT personnel

- Training will include the designated Department of Information Technology personnel. The curriculum and documentation must include utilization of any end-user tools. This includes both System Administrators and System Developers as applicable to the system proposed.

SECTION III - METHODOLOGY (5 Points)

In this section, describe your proposed approach to this project/contract and your methodology for execution of this contract. Take this opportunity to specify any unique characteristics which may distinguish you from other potential businesses for this particular project/contract.

Describe the reason for selecting this methodology and provide details of tasks (some examples below) to be undertaken:

- Data Conversion
- Forms and templates
- Customization
- Integration testing
- GAP analysis
- Stress testing
- Quality testing
- System performance assessment
- Lessons learned

Project Schedule

Provide a chart and/or timeline showing project activities that includes the achievement milestones upon which progress payments may be claimed.

In this section, provide the geographic locations of your staff or where the majority of the work will be performed, as it relates to your firm's availability for consultation.

Evaluation Plan

How will you assess the progress of the project while it is underway?

How will you assess the progress of the project once the initial phases go live?

SECTION IV - PROJECT MANAGEMENT (15 Points)

Describe your project management approach:

- The method used in managing the project
- The project management organizational structure including reporting levels and lines of authority

Project Control

Describe your approach to project control, including details of the methods used in controlling project activities. Describe how you will seek to manage project resources and prevent overruns while coordinating activities.

Project Reporting

Describe your status reporting methodology including details of written and oral progress reporting. What type of reporting can be expected and when? Describe how you will develop, maintain and update the project schedule during design and implementation.

Describe your reporting methodology for communicating updates, changes, problems, bugs, etc... and the related solutions in a timely fashion.

Interface with the County

Describe your contact points with the County including types of communications, and level of interface anticipated. How you expect to meet the multiple needs of this project?

Describe your approach to assuring timely completion of this project, including methods for schedule recovery. From any four (4) of the projects listed as references for this RFP, provide examples of how these techniques were used; include specific scheduling challenges/requirements and solutions.

Describe how you develop and maintain work schedules, for you and the County, during design and implementation to coordinate with the County's project schedule. From any four (4) of the projects listed as references for this RFP, provide examples of how these techniques were used.

Risk Management

Identify the potential risks and problems which, in your experience, occur on projects of this type.

Identify steps that can be taken to avoid or mitigate these problems and steps to be taken should the problems occur.

Identify activities that can be incorporated in the project plan to reduce the occurrence, severity and impact of events or situations that can compromise the attainment of any part of the project objective.

Project Implementation Resources

Please detail the estimated number of County personnel that could be required for an ERP implementation per module. It is understood that these are estimates based on your experience. The descriptions provided are intended as examples; please adjust them accordingly to properly reflect your recommendations.

Roles:	FTE #	Skill Set	Tasks / Responsibilities	% Time on Project	Notes:
Governance Board					
Project Sponsors					
Project Manager					
Financial Functional Leads					
HR/Payroll Functional Leads					
Budget Functional Leads					
Technology Support (i.e. Systems Analysts, Developer, O/S & Network Administrators, etc...)					
Other -					

Ongoing Internal Resource Needs (Cuyahoga County)

Please detail the estimated number of County personnel that could be required for the ERP ongoing support and maintenance per module. It is understood that these are to be estimates based on your experience. The descriptions provided are intended as examples; please adjust them accordingly to properly reflect your recommendations.

Roles:	FTE #	Skill Set	Tasks / Responsibilities	% Time on Project	Notes:
Governance Board					
ERP Administrator					
Financial Functional Leads					
HR/Payroll Functional Leads					
Budget Functional Leads					
Technology Support (i.e. Systems Analysts, Developer, O/S & Network Administrators, etc...)					
Other -					

SECTION V - QUALIFICATIONS & EXPERIENCE (35 Points)

Vendor Qualifications

Identify the Qualifications that you bring to this project. Explain what differentiates your services from others in the market.

Qualifications shall not include any information regarding respondent's fees, pricing, or other compensation.

Documentation of the qualifications is the responsibility of the respondent and can include, but is not limited to, certificates, letters of certification, Customer references on company letterhead, etc...

Prior Experience

Describe the adequacy of staff, equipment, research tools and administrative resources; quality and appropriateness of technical or support staff; and past performance of the organization relevant to this project.

Does the firm have demonstrated experience in completing similar projects on time and within budget?

Do the individuals assigned to the project have experience on similar projects?

How extensive is the applicable education and experience of the assigned personnel?

Personnel

All proposed key project personnel, including subcontractor staff, must be identified in the proposal. Each person's role is to be identified and documented in the following format:

- Name
- Position with company
- Role in the project
- Experience with the specific tasks being proposed
- Work history on similar projects
- Legal Relationship with the Prime Contractor

The County reserves the right to approve or disapprove any change in the successful vendor's project team members whose participation is specifically offered in the proposal. This is to assure that persons with vital experience and skill are not arbitrarily removed from the project by the prime contractor.

Provide an organizational chart including all the personnel assigned to accomplish the work described in your proposal. Designate the person responsible and accountable for the completion of each component and deliverable of the proposal as well as required staffing qualifications.

Customer References

Please provide four (4) references, with at least one (1) in the Public Sector (i.e. federal, state or local governments), for which you have successfully implemented an ERP solution.

In addition, if third party software is being recommended, references related to the ERP solution and the third party software should be provided along with the four references mentioned above.

Include names, business, phone numbers and e-mails for similar projects your firm has completed. There is a limit of one (1) total reference from Cuyahoga County staff.

Contract Performance and Disclosure

If a vendor has had a contract terminated due to the vendor's non-performance or poor performance during the past five years, all such incidents must be disclosed. Please describe the performance incident in detail. Be sure to include the other party's name, business, address, telephone number and e-mail.

If no such terminations have been experienced by the vendor in the past five years (5), so indicate.

Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organization and company direction.

Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a Contract with the Owner.

Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, specify date(s), details, circumstances, and prospects for resolution.

Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any County employee? If so, please explain.

A vendor's failure to meet the minimum vendor qualifications or disclose these prior experience requirements will cause their proposal to be considered non-responsive and the proposal will be rejected

Subcontractors

Subcontractors may be used to perform work under this contract.

The substitution of one subcontractor for another may be made only at the discretion of the County project manager, and with prior written approval from the project manager.

Vendors will be responsible for the subcontractors meeting all terms and conditions of the specifications.

Conflict of Interest

Each vendor shall include a statement indicating whether or not the organization or any of the individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict. The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the vendor. The County's determination regarding any questions of conflict of interest shall be final.

SECTION VI – PRICING (10 Points)

Cost Proposal - Estimated proposal prices are not acceptable.

1. If any Vendor Response Code is "TP - Third Party Software Required" in Attachment A: Functional Governmental Requirements provide pricing separately for the third party software.
2. Address the Total RFP pricing structure for each proposal, from a Primary Vendor view.

Pricing of the solution includes separate detailed costs for:

- Software
- Hardware
- Network and/or communications
- Licensing
- Hosted services
- SaaS services
- Secondary licensing
- Support and maintenance services
- Other costs anticipated but not listed above

Pricing should also include:

- Pre-project training
- Application development
- Change management, training and support
- Maintenance costs to address as many of the functional requirements as possible for a period of five (5) years

Provide pricing by specific cost item on a year-by-year basis, representing Cuyahoga County's anticipated **Total Cost of Ownership**.

3. The Primary Vendor is defined as the sole party to the contract with the County and the sole point of contact between the County and the Contractor, who is accountable and responsible for the successful integration of all solution components being proposed by the Vendor.
4. Should the proposal be comprised of multiple third party vendor services, address the pricing in the proposal for one or multiple service areas. Proposers who submit a proposal for multiple

service areas may be awarded a contract in one or multiple service areas. All proposals must include separate pricing for any third party providers separately from the complete proposal cost.

Payment Projections

Vendor must include a proposed schedule of payments. The trigger for payment for each cost must be identified (e.g. timing, deliverable)

SECTION VII - REQUIRED FORMS

The vendor must complete and submit the following forms:

Non-Collusion Affidavit **(requires notarization)**

Vendor Compliance Form

Cooperative Purchasing Form

Attachment A: Cuyahoga County Government Functional Requirements

Blank copies of the above are included in the **Appendix** of this RFP.

***NOTE:** If the Small Business Enterprise Program applies to this RFP, a percentage (%) of Participation Goal will be entered and SBE Bidders Manual will be attached. If the SBE goal has been waived, the manual will be intentionally omitted and the SBE forms will not be required.*

SBE-1, Covenant of Non-Discrimination

SBE-2, SBE Subcontractor Participation Plan (if SBE used)

SBE-3, Good Faith Effort Certification **(requires notarization)**

Blank copies of the above SBE Forms are available in the SBE Bidders Manual.

Original signatures required as indicated on the forms. Copies of the proposal documents will be acceptable only if they contain original signatures and required notarization on all documents.

Vendor Checklist

A checklist is also included in the Appendix to assist vendors in the preparation of their proposals to ensure compliance with all document requirements

ADMINISTRATIVE INFORMATION

RFP Contact

All vendor communications concerning the RFP must be directed to the contact person listed below. Any oral communication will be considered unofficial and non-binding on the agency. Vendors should only rely on written statements issued by the County.

Debbie Davtovich, Web & Applications Administrator

Cuyahoga County Department of Information Technology

1255 Euclid Avenue, 4th floor / Cleveland, OH 44115

Phone [\(216\) 263-4657](tel:2162634657) / Fax [\(216\) 443-7363](tel:2164437363)

email: ddavtovich@cuyahogacounty.us

Location of Work

Work to be performed, completed and managed at various locations throughout the County.

The primary location will be in the Cuyahoga County Department of Information Technology building located at 1255 Euclid Avenue, 4th floor, Cleveland, OH 44115.

The County will provide workspace for the contractor as needed at other locations.

Pre-proposal Conference

A pre-proposal conference for all participating vendors is scheduled as indicated below:

Date: January 30, 2014

Time: 11:00 AM

Location: 1255 Euclid Avenue, 3rd Floor, Cleveland, Ohio 44115

The purpose of the conference is to discuss the work to be performed with prospective vendors and allow them the opportunity to ask questions concerning the RFP.

It is strongly recommended that interested vendors attend.

Vendors with a disability needing accommodation should contact the Department of Human Resources, Compliance Unit, 1255 Euclid Avenue, Suite 310, Cleveland, OH 44115; Phone (216) 443-3192 (Voice) or 443-7002 (TDD) prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

RFP Addenda

The County reserves the right to issue addenda to the RFP at any time. The County also reserves the right to cancel or reissue the RFP.

Any clarifications or interpretations of this RFP that materially affect or change its requirements will be posted by the County as an addendum on the Office of Procurement and Diversity web site (www.opd.cuyahogacounty.us). It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by the County before the proposals are due as part of the RFP. The respondents shall acknowledge receipt of and incorporate each addendum in its Proposal.

However, if an addendum is issued less than seventy-two hours prior to the proposal due date, the closing date will be modified accordingly

Proposal Response Date and Location

The vendor's proposal, in its entirety, must be received at the location, by the date and time specified on the cover page of this RFP. Proposals arriving after the deadline will be returned unopened, to their senders. The official closing time will be determined by the wall clock located in the issuing department as indicated on the cover page of this RFP. All proposals and accompanying documents will become the property of the County and will not be returned. Proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFP name and number on the front.

Vendors assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or electronic means.

Hand-delivered proposals may be delivered ONLY between the hours of 8:30 a.m. and 4:30 p.m., Mondays through Fridays, excluding holidays observed by the County.

Proposal Opening

Proposals will be publicly opened at the Office of Procurement & Diversity, 1701 E. 12th Street, Reserve Square, Lower Level, Cleveland, Ohio 44114. At this time, all proposals will be opened, the vendor name read from the proposal cover page, and logged.

No dollar amounts or other details of the proposal will be disclosed at this time.

The submittal of a proposal will be considered by the County as constituting an offer to perform the required services at the stated fees.

Required Review

Vendors should carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and objectionable material should be made in writing and received by the RFP contact at least ten days before proposal opening. This will allow for issuance of any necessary addenda. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the RFP contact before the time set for opening.

Multiple Proposals

The submission of multiple proposals for the same service will be considered non-compliant and those proposals will be disqualified. Vendors can propose multiple proposals as long as each proposal is for different services.

We are relying on the vendor as expert, to identify in its proposal the approach which the vendor believes will be the most effective to produce the required services on time and within budget.

Proposal Rejection

The County reserves the right to reject any or all proposals at any time without penalty.

Withdrawal of Proposals

Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time, by submitting a written request to the RFP contact listed above and the Office of Procurement & Diversity.

Response Property of the County

All materials submitted in response to this request become the property of the County. Selection or rejection of a response does not affect this right.

No Obligation to Buy

The County reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the County to purchase. The County is not bound to accept the lowest priced proposal or any of the proposals submitted.

Cost of Preparing Proposals

The County is not liable for any costs incurred by vendors in the preparation and presentation of proposals submitted in response to this RFP.

Acceptance of Terms

All the terms and conditions of this RFP are deemed to be accepted by the bidder and incorporated in its proposal except those conditions and provisions that are expressly excluded by the vendor in the proposal.

Public Disclosure of Proposal Contents

All documents submitted to the County as part of your proposal become public information after the contract is awarded, and available for review and inspection by anyone requesting to do so. The County does not encourage the submission of confidential/proprietary information in response to this proposal. However, written requests for confidentiality can be submitted to the RFP contact.

Neither a proposal in its entirety, nor proposal price information will be considered confidential or proprietary. Under Ohio Revised Code Section 149.43, the County will make a determination of application for disclosure on an ad hoc basis.

Equal Opportunity

Prospective vendors must comply with the applicable contract compliance procedures for equal employment opportunity as stipulated by Cuyahoga County. It is the policy of Cuyahoga County, to assure equal employment opportunity. Discrimination against any person in the recruitment, training, examination, appointment, promotion, retention, discipline or any other aspect of personnel administration because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status is prohibited.

Words of the masculine gender used in proposals shall be deemed and construed to include correlative words of the feminine gender

SMALL BUSINESS ENTERPRISE PROGRAM

Cuyahoga County has established a program for the participation of Small Business Enterprises (SBE). This project has a goal in the amount of **5%** of the total contract award.

COVENANT OF NON-DISCRIMINATION

Each vendor must submit a duly executed and attested Covenant of Non-Discrimination, Form SBE-1, found in the Appendix of this specification package. This document contains promises, declarations and/or affirmations made by the proposer.

SBE SUBCONTRACTOR PARTICIPATION PLAN

Each vendor must submit a completed SBE Subcontractor Participation Plan, Form SBE-2, found in the Appendix, with their proposal for each SBE subcontractor proposed. This document includes each SBE subcontractor's name, contact name, signature(s), date, phone, description of scope of work, race, gender, approximate business size, business location, total dollar value of the proposal, the dollar amount and percentage of the total dollar attributable to each SBE subcontractor.

GOOD FAITH EFFORT CERTIFICATION

The Good Faith Effort Certification (SBE-3, 2 pages), included in the Appendix, **MUST** be completed and submitted with the bid/proposal as evidence of a prime bidder's good faith in trying to obtain SBE participation ONLY if the goal is not met. A good faith effort must be demonstrated by completing the checklist (Page 1) and by completing the additional information on Page 2. Prime bidders may also provide additional documentation in the form of published notices, ads, emails, etc...

Evaluation Process

All proposals will be reviewed to determine if they are responsive. They will then be evaluated by an Evaluation team. The team will evaluate and numerically score each proposal in accordance with the following evaluation criteria:

- Understanding of the project (35 points)
- Methodology used for the project (5 points)
- Management plan for the project (15 points)

Experience and qualifications (35 points)

Contract cost (10 points)

Only proposals which receive at least a score of **65** for criteria excluding cost will be considered technically responsive.

In light of the complexity of this project, upon review of the Request for Proposals, a minimum of three top ranked qualified respondents will be requested to attend an interview with the County to confirm their proposal, answer additional questions and provide in depth demonstrations.

The interview process will include an on-site (without costs and fees) demonstration of the ERP System capabilities for further evaluation. The County will work with each interviewee to provide County details that can assist creating a more relevant demonstration

The County will then rank the remaining qualified respondents in order to identify the proposal that provides the “best value”.

The technically responsive proposal that is the lowest in cost will receive the maximum number of points allocated to cost. Points for other proposals will be allocated relative to the lowest cost proposal.

The evaluation process is designed to award the contract to the vendor with the best combination of attributes based upon the evaluation criteria, not necessarily to the vendor with the lowest cost.

The team will rank proposals, and negotiations may be undertaken with the top ranked vendor. If agreement cannot be reached by a mutually agreed upon date, negotiations may commence with the next highest ranked vendor.

Contract Negotiations

The option of whether or not to initiate contract negotiations rests solely with the County. If the County elects to initiate contract negotiations, these negotiations cannot involve changes in the County’s requirements or the vendor’s proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The vendor is responsible for their travel and per diem expenses during contract negotiations.

Failure to Negotiate

If any contract cannot be negotiated within fifteen (15) days – or a reasonable time as determined by Cuyahoga County – of notification to the designated vendor, the County may terminate negotiations with the vendor and negotiate a contract with another vendor.

Notice of Intent to Negotiate or Award

Along with requesting Authority to Negotiate or Recommendation of Award by Cuyahoga County, the County Department will issue a written Notice of Intent Letter, with the Calendar date of the recommended action and send copies to all vendors. The scores and placement of vendors will not be part of the notice. A tabulation of all vendors’ names and addresses submitting proposals will be available upon request from the RFP contact person.

Debriefing

Vendors who submitted an unsuccessful proposal may request a meeting for debriefing and discussion of their proposals after receiving a Notice of Intent to Award letter. The request must be in writing addressed to the RFP contact. The debriefing is not to be seen as an opportunity to challenge the decision, nor will it include any comparisons of the vendor's unsuccessful proposal with any other vendor's proposals. The department/agency will attempt to respond to questions and concerns in this debriefing.

Protests

A vendor may protest the recommendation of award of a contract by filing in writing to the RFP contact person, as outlined in the Notice of Intent to Award letter. The protest letter shall include the following information:

1. Name, address and telephone number of the protester;
2. The signature of the protester;
3. Identification of the contract at issue;
4. A detailed statement of the legal and factual grounds of the protest;
5. The form of relief requested.

Contracting Requirements

The successful vendor shall, upon notification of award, be required to enter into a contract with Cuyahoga County, Ohio and must comply with the contract terms and conditions defined herein. If the vendor is unwilling to agree to a proposed clause or term, then your cover letter must reference an appendix which identifies these clauses in dispute and should:

- a. Suggest a specific alternative term, clause or approach;
- b. Provide an explanation of your reasons.

Contract Processing

The County department shall prepare the contractual agreement required by this RFP specification. This contractual agreement shall be fully responsive to the requirements defined in these RFP specifications.

Proposal as Part of the Contract

Part or the entire successful proposal may be incorporated into the contract.

Commencement of Contract Performance

In order to protect the interests of Cuyahoga County a contract must be executed by the County Executive and/or his designee before the goods or services as set forth in this RFP specification can be provided.

CONTRACT TERMS AND CONDITIONS

The following terms and conditions shall apply to the contractual agreement between the successful vendor and the Cuyahoga County:

The contract shall be subject to interpretation under the laws of the State of Ohio, and subject to the review of the County Prosecutor's Office as to legal form and correctness.

The successful vendor shall agree to indemnify and save the County of Cuyahoga, Ohio harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties or from any act of the contractor, his servants or agents.

The County of Cuyahoga shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the County of Cuyahoga, nor shall the County of Cuyahoga pay any insurance premiums for any coverage of any property not owned by the County of Cuyahoga, Ohio. No conditions shall alter this statement.

The County of Cuyahoga is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal I.D. No. 34-6000817). Necessary tax exemption blanks will be furnished to the successful vendor when the contract is signed.

Acceptance of performance is a condition of the agreement. It shall be understood and agreed that an agent for Cuyahoga County shall determine finally the satisfactory quality of the services and/or materials furnished under the agreement. Failure to meet performance requirements is a reason for termination of the agreement, and the contractor shall be liable to the County for any excess cost and/or expenses incurred by the County thereafter.

In the event that the contract is terminated by the County of Cuyahoga, Ohio, thirty (30) calendar days advance written notice shall be given to the contractor. The contractor shall provide all services and/or materials required by the contract and the specifications to the date of termination. Under no circumstances shall the County of Cuyahoga, Ohio be responsible for any type of penalty payment upon the cancellation of the contract. The contractor, however, shall be paid for all services and/or materials provided to the date of termination.

By submitting a proposal, the vendor agrees on behalf of the submitting business entity, its officers, employees, subcontractors, sub-grantees, agents or assigns, that all resulting contract documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The vendor also agrees on behalf of the aforementioned entity and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

Anti-discrimination: The contractor agrees that in the employment of labor, skilled or unskilled, under this Agreement, there shall be no discrimination exercised against any person because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status, and that violation thereof shall be deemed a material breach of said Agreement.

Americans with Disability Act (ADA): The Contractor shall certify that they are in accordance with the Americans with Disabilities Act of 1990. The Contractor assures that their facilities and services provide reasonable access to all persons with a disability or that reasonable accommodations can be made to provide access. The Contractor agrees to make any and all modifications (that do not impose an undue hardship) to assure access.

Social Security Act: The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor for work performed under the terms of this Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal officials; and said Contractor also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

Labor and Material: The Contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment for said Contractor in the execution of this Contract, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.

Assignment: The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County Executive and/or his designee by resolution.

Ownership of Contract Products: All products produced in response to the contract will be the sole property of the County

REQUIRED CONTRACT DOCUMENTS

(To be completed by successful vendor at time of contract preparation)

In addition to the contract agreement furnished by Cuyahoga County, the successful vendor shall provide the following documents within fourteen (14) calendar days of the RFP award date. Failure to provide these documents within this time frame may result in a rescission of the award.

1. Signature Authorization
2. Worker's Compensation Certificate
3. Certificates of Insurance
4. Performance Bond and Related Documents
5. IRS Form W-9: Request for Taxpayer ID and Certification
6. Independent Contractor /Worker Acknowledgement

These documents are described in the following paragraphs.

Signature Authorization

The successful vendor shall provide one of the following signature authorizations:

1. For a corporation, a notarized certificate of power of attorney authorizing the individual's signature to bind the corporation or a notarized certificate of corporate resolution authorizing the signature of the document.
2. For the sole owner, a notarized statement indicating that the individual is the sole owner and is authorized to sign for and bind the company.
3. For a partnership, a certificate of partnership agreement showing the names and address of all partners and authorizing the signatures to bind the partnership.

Insurance Requirements

The contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. Mandatory Insurance Requirements

The following three items, Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance, are all mandatory requirements unless otherwise specified.

- (a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC)

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(d) **Professional Liability Insurance/Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$2,000,000 per claim;
\$2,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the “County of Cuyahoga, Ohio and its employees” as an Additional Insured and shall contain the following provisions:
 - (i) Thirty (30) days prior notice of cancellation or material change;
 - (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best’s rating of A VII or above.
3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
4. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
5. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
6. If the Bid/Proposal/RFP specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFP specifications shall govern.
7. The Contractor shall furnish a Worker’s Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

Letter of Indemnification in Lieu of Worker's Compensation Certificate and/or Certificate of Insurance *(If either document is required above)*

If the contractor cannot provide a worker's compensation certificate and/or certificate of insurance as requested, the contractor must, at the time of submission of the RFP, substitute a letter of indemnification for a worker's compensation certificate and/or certificate of insurance.

Only in those circumstances where the vendor verifies being self-insured by means of documentation will the County consider the substitution of a letter of indemnification for a worker's compensation certificate and/or certificate of insurance. Such documentation, together with the letter of indemnification, must be submitted with the RFP proposal. Such a request will not be considered after the contract has been awarded.

Performance Bond/Liquidated Damages

Performance Bond

A Performance Bond or certified check, made payable to the Treasurer of Cuyahoga County, in a sum equal to **100%** of the total contractual award shall be provided by the contractor should the total amount of the contractual award be in excess of \$25,000.

Such bond or check shall be conditional on the faithful performance of the work in accordance with the specifications, and shall remain in the possession of Cuyahoga County for the term of the contract and material warranties, whichever is concluded last. Such bond or check shall also indemnify the County of Cuyahoga, Ohio, against such damages as may be suffered by failure to perform such contract according to the provisions thereof and in accordance with the specifications. If a bond is submitted, it shall be executed by a surety company authorized to do business in the State of Ohio. The bond shall be notarized with the corporate seal and the bonding company seal. Accompanying the bond shall be:

- a. A certified power of attorney for the agent to sign the bond.
- b. A certificate of compliance for the bonding company for the State of Ohio, Department of Insurance.

If the contractor fails to satisfactorily perform the contract, the bonding company which provided the performance bond will be required to obtain timely performance of the contract.

Liquidated Damages

Liquidated damages shall be assessed in the amount of **\$1,000.00** per calendar day for each and every day that the Contractor fails to meet the agreed upon deadline requirements for deliverables under the negotiated contract.

Letter of Credit in Lieu of Performance Bond/Certified Check

If a performance bond is required, the following will be in effect:

If the contractor cannot provide a performance bond or a certified check in the amount requested, the contractor must, at the time of entering into a contract, substitute a letter of credit for a performance bond or certified check.

Only in those circumstances where the vendor verifies by documentation from insurance and/or bonding companies that a performance bond is not available because of the new, unusual or unique nature of the product or the service being purchased will the County consider the substitution of a letter of credit for the performance bond or certified check requirement. Such documentation, together with the letter of credit in the amount requested for the performance bond, must be submitted during the writing of the contract with the successful vendor.

IRS Form W-9: Request for Taxpayer Identification Number and Certification

An Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) is required from any successful vendor, prior to the execution of the contract with Cuyahoga County, must be completed.

INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT:

If you are an independent contractor as defined by the IRS, please complete the form below and return to Cuyahoga County's Office of Procurement and Diversity. This form is also available on the Ohio Public Employees Retirement System website at:

<https://www.opers.org/forms-archive/PEDACKN.pdf>

Independent Contractor Defined:

People such as doctors, dentists, veterinarians, lawyers, accountants, contractors, subcontractors, public stenographers, or auctioneers who are in an independent trade, business, or profession in which they offer their services to the general public are generally independent contractors. However, whether these people are independent contractors or employees depends on the facts of each case. The general rule is that an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done. The earnings of a person who is working as an independent contractor are subject to Self-Employment Tax.

Cuyahoga County Cooperative Purchasing Program

Political Subdivision Participation

In accordance with Ohio Revised Code Section 9.48, the County of Cuyahoga (the “County”) may permit a Political Subdivision (as defined below) in the County of Cuyahoga to participate in the Cuyahoga County Cooperative Purchase Program (“Cooperative Purchase Program”). By participating in the Cooperative Purchase Program, a Political Subdivision may purchase equipment, materials, supplies or services on the same terms and conditions as the County with selected vendors who are awarded contracts with the County. Such vendors may receive purchase orders from a Political Subdivision that is authorized to participate in an awarded contract with the County (“Awarded Contract”). The Cuyahoga County Office of Procurement and Diversity will notify the successful vendor that it has been selected for an Awarded Contract with the County and the name(s) of the Political Subdivision(s) that has been authorized by the County to participate in the Awarded Contract. Once the vendor of an Awarded Contract has been informed of the Political Subdivision(s) that may purchase from the Awarded Contract, the responsibilities and obligations of the County shall cease. Vendors shall then only deal with the Political Subdivision that chooses to purchase anything off of the Awarded Contract.

All orders placed by a Political Subdivision shall be filed in accordance with the terms and conditions of an Awarded Contract. Under no circumstances is the vendor on an Awarded Contract or any authorized Political Subdivision permitted to modify the pricing, terms and conditions, or specifications of an Awarded Contract. All invoices for purchases under an Awarded Contract shall be sent directly by the vendor to the Political Subdivision’s or governmental entity’s billing address. Invoices for these Political Subdivisions or governmental entities which are sent to the County, will be returned to the vendor. All purchases made under the Cooperative Purchase Program are the responsibility of the Political Subdivision or governmental entity and the vendor on the Awarded Contract. Under no circumstances is the County obligated to pay for any purchases made by a Political Subdivision under an Awarded Contract.

Pursuant to Ohio Revised Section 2744.01, a Political Subdivision means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities in a geographic area smaller than that of the state. Political subdivision includes, but is not limited to, a county hospital commission appointed under section [339.14](#) of the Revised Code, board of hospital commissioners appointed for a municipal hospital under section [749.04](#) of the Revised Code, board of hospital trustees appointed for a municipal hospital under section [749.22](#) of the Revised Code, regional planning commission created pursuant to section [713.21](#) of the Revised Code, county planning commission created pursuant to section [713.22](#) of the Revised Code, joint planning council created pursuant to section [713.231](#) of the Revised Code, interstate regional planning commission created pursuant to section [713.30](#) of the Revised Code, port authority created pursuant to section [4582.02](#) or [4582.26](#) of the Revised Code or in existence on December 16, 1964, regional council established by political subdivisions pursuant to Chapter 167. of the Revised Code, emergency planning district and joint emergency planning district designated under section [3750.03](#) of the Revised Code, joint emergency medical services district created pursuant to section [307.052](#) of the Revised Code, fire and ambulance district created pursuant to section [505.375](#) of the

Revised Code, joint interstate emergency planning district established by an agreement entered into under that section, county solid waste management district and joint solid waste management district established under section [343.01](#) or [343.012](#) of the Revised Code, community school established under Chapter 3314. of the Revised Code, the county or counties served by a community-based correctional facility and program or district community-based correctional facility and program established and operated under sections [2301.51](#) to [2301.58](#) of the Revised Code, a community-based correctional facility and program or district community-based correctional facility and program that is so established and operated, and the facility governing board of a community-based correctional facility and program or district community-based correctional facility and program that is so established and operated. . For purposes of the Cooperative Purchasing program, the Political Subdivision must be physically within the County.

Refer to Appendix for “Cooperative Purchasing Vendor Form.”

APPENDIX

Required Forms

This appendix contains the following forms that must be completed and submitted with the proposal.

Non-Collusion Affidavit (*requires notarization*)

Vendor Compliance Form

Cooperative Purchasing Vendor Form

The following forms are found in the SBE Bidders' Manual:

Form SBE-1: Covenant of Non-Discrimination

Form SBE-2: SBE Subcontractor Participation Plan (if SBE used)

Form SBE-3: Good Faith Effort Certification (*requires notarization*)

The following attachment must be completed and submitted with the proposal.

Attachment A: Cuyahoga County Government Functional Requirements

Vendor Checklist

A checklist is also included, following the above forms, to assist vendors in the preparation of their proposals to ensure compliance with all document requirements.



NON-COLLUSION AFFIDAVIT

(THIS AFFIDAVIT MUST BE EXECUTED FOR THIS BID TO BE CONSIDERED)

RFP 29315

_____ being first duly sworn, deposes and says that he/she is

_____ (sole owner, partner, president, etc...)

making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the County of Cuyahoga or any persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further that such bidder has not, directly or indirectly submitted this bid; or contents thereof, or divulged information relative thereto to any association or to any member or agent thereof.

AFFIANT

Sworn to and subscribed before me this _____ day of _____, 20_____, in

_____ (City/Village/Township), County of _____, State of _____.

NOTARY PUBLIC

(SEAL)



RFP 29315

Cuyahoga County

Vendor Compliance Form

Sections 4.8 and 4.10 of the Cuyahoga County Contracting and Purchasing Procedures Ordinance (the "Contracting Ordinance") require that all successful vendors certify compliance with each and every requirement listed below prior to execution of a contract with the County. By initialing next to each requirement below and by affixing my signature at the end of this document, I hereby certify that I or the company that I am authorized to represent (the "vendor") will be in compliance with each requirement at the time of execution of a contract with the County resulting from the bid this form is attached to. Failure to initial next to each and every requirement below may result in dismissal of the bid this form is attached to. If any material breach of the certifications required below occurs during the contract performance by the vendor, the County may exercise any or all contractual remedies, including, but not limited to, contract termination for cause.

Please initial in the right hand column next to each criteria met

1	Vendor is in compliance with Ohio's Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful vendor shall provide this policy upon request).	1
2	Vendor does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating.	2
3	Vendor is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws.	3
4	Vendor will pay the prevailing wage rate and comply with other provisions set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code and Sections 4101:9-4-01 through 4101:9-4-28 of the Ohio Administrative Code, including, but not limited to, the filing of certified payroll reports.	4
5	Vendor has not been debarred from public contracts for prevailing wage violations or found or determined by the state to have underpaid the required prevailing wage, whether intentionally or unintentionally, even if settled subsequent to the finding, more than three (3) times in the last ten (10) years, provided that, when aggregating for any single project, no finding of an underpaid amount of less than \$1,000.00 shall be considered, and no single finding based upon a journeyman-to-apprenticeship ratio shall be considered a violation of this provision unless as part of multiple, similar findings.	5
6	Vendor has not been penalized or debarred from any federal, state, or local public contract or falsified certified payroll records, or has otherwise been found, after appeals, to have violated the Fair Labor Standards Act in the past seven (7) years, or during the vendors' entire time of doing business, if less than seven (7) years.	6
7	Vendor has not had the professional license of any of its employees revoked for malfeasance or misfeasance.	7
8	Vendor has not violated any unemployment or workers compensation law during the past five (5) years, or during the vendor's entire time of doing business, if less than five (5) years.	8
9	Vendor does not have final, unsatisfied judgments against it which in total amount to 50% or more of the contract amount.	9
10	Vendor will utilize, for work performed under the contract, supervisory personnel that have three (3) or more years of experience in the specific trade and who maintain the appropriate state license(s), if any.	10
11	Vendor is properly licensed to perform all work as follows: (1) if performing a trades contract, shall be licensed pursuant to Ohio Revised Code Section 4740 as a heating, ventilating, and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, or hydronics contractor; (2) if performing work regulated under Section 3737.65 of the Ohio Revised Code, be certified by the State Fire Marshall; and (3) if performing work under any other trade, occupation, or profession licensed under Title 47 of the Ohio Revised Code, be licensed for that trade, occupation, or profession as provided in the Ohio Revised Code. If the applicable contract does not involve any of the above-described work, Vendor shall place "N/A" and his/her initials in the box to the right.	11
12	Vendor will, if performing a trades contract pursuant to Ohio Revised Code Section 4740, not subcontract more than twenty-five percent (25%) of the labor, excluding materials, for its awarded contract, unless to subcontractors also licensed pursuant to Ohio Revised Code Section 4740 or certified by the State Fire Marshall pursuant to Ohio Revised Code Section 3737.65. If the applicable contract does not involve this type of work, Vendor shall place "N/A" and his/her initials in the box to the right.	12
13	Vendor will provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 4.12 of the Contracting Ordinance.	13
14	Vendor will require all if its subcontractors, at the time of execution of a subcontract, to make all of the certifications required within this form, except for certification numbers 7, 8, and 10. If the applicable contract does not involve the use of subcontractors, Vendor shall place "N/A" and his/her initials in the box to the right.	14
15	Vendor has met and will comply with all provisions of state law relating to ethics. Vendor has also met and will comply with all applicable Cuyahoga County Ordinances, including, but not limited to, the Ethics Ordinance, Inspector General Ordinance and the Contracting Ordinance.	15

Printed Name: _____ Company: _____

Signature: _____ Date: _____

h/vendor compliance, Ordinance No. 2011-0044



Cooperative Purchasing Vendor Form

RFP 29315

In accordance with Ohio Revised Code Section 9.48, the County of Cuyahoga (the "County") may permit a Political Subdivision (as defined below) in the County of Cuyahoga to participate in the Cuyahoga County Cooperative Purchase Program ("Cooperative Purchase Program"). By participating in the Cooperative Purchase Program, a Political Subdivision may purchase equipment, materials, supplies or services on the same terms and conditions as the County with selected vendors who are awarded contracts with the County. Such vendors may receive purchase orders from a Political Subdivision that is authorized to participate in an awarded contract with the County ("Awarded Contract"). The Cuyahoga County Office of Procurement and Diversity will notify the successful vendor that it has been selected for an Awarded Contract with the County and the name(s) of the Political Subdivision(s) that has been authorized by the County to participate in the Awarded Contract. Once the vendor of an Awarded Contract has been informed of the Political Subdivision(s) that may purchase from the Awarded Contract, the responsibilities and obligations of the County shall cease. Vendors shall then only deal with the Political Subdivision that chooses to purchase anything off of the Awarded Contract.

All orders placed by a Political Subdivision shall be filed in accordance with the terms and conditions of an Awarded Contract. Under no circumstances is the vendor on an Awarded Contract or any authorized Political Subdivision permitted to modify the pricing, terms and conditions, or specifications of an Awarded Contract. All invoices for purchases under an Awarded Contract shall be sent directly by the vendor to the Political Subdivision's or governmental entity's billing address. Invoices for these Political Subdivisions or governmental entities which are sent to the County, will be returned to the vendor. All purchases made under the Cooperative Purchase Program are the responsibility of the Political Subdivision or governmental entity and the vendor on the Awarded Contract. Under no circumstances is the County obligated to pay for any purchases made by a Political Subdivision under an Awarded Contract.

Pursuant to Ohio Revised Section 2744.01, a Political Subdivision means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities in a geographic area smaller than that of the state. Political subdivision includes, but is not limited to, a county hospital commission appointed under section [339.14](#) of the Revised Code, board of hospital commissioners appointed for a municipal hospital under section [749.04](#) of the Revised Code, board of hospital trustees appointed for a municipal hospital under section [749.22](#) of the Revised Code, regional planning commission created pursuant to section [713.21](#) of the Revised Code, county planning commission created pursuant to section [713.22](#) of the Revised Code, joint planning council created pursuant to section [713.231](#) of the Revised Code, interstate regional planning commission created pursuant to section [713.30](#) of the Revised Code, port authority created pursuant to section [4582.02](#) or [4582.26](#) of the Revised Code or in existence on December 16, 1964, regional council established by political subdivisions pursuant to Chapter 167. of the Revised Code, emergency planning district and joint emergency planning district designated under section [3750.03](#) of the

Revised Code, joint emergency medical services district created pursuant to section [307.052](#) of the Revised Code, fire and ambulance district created pursuant to section [505.375](#) of the Revised Code, joint interstate emergency planning district established by an agreement entered into under that section, county solid waste management district and joint solid waste management district established under section [343.01](#) or [343.012](#) of the Revised Code, community school established under Chapter 3314. of the Revised Code, the county or counties served by a community-based correctional facility and program or district community-based correctional facility and program established and operated under sections [2301.51](#) to [2301.58](#) of the Revised Code, a community-based correctional facility and program or district community-based correctional facility and program that is so established and operated, and the facility governing board of a community-based correctional facility and program or district community-based correctional facility and program that is so established and operated. . For purposes of the Cooperative Purchasing program, the Political Subdivision must be physically within the County.

[X] Purchases made from this contract can only be made from the awarded vendor in Cuyahoga County and must be made during the term of the original awarded contract."

Vendor wishes to participate in allowing political subdivisions in Cuyahoga County to purchase off of the contract with Cuyahoga County, if awarded the contract.

Yes _____ No _____

(This will not be a determining factor in awarding the contract.)

Vendor's Full Legal Name

Authorized Signature

Date

RFP Vendor Checklist

This checklist will help vendors to submit complete proposals. Proposals missing required elements are incomplete. Please include the components listed below in your submission.

___ **Cover page**

___ **Cover letter: (original signature binding proposal must be included.)**

- ___ Telephone number and e-mail of contact name
- ___ Brief organizational history
- ___ Mission Statement
- ___ Years in the business
- ___ Service type provided
- ___ Legal status of the organization
- ___ Federal Tax ID number
- ___ Telephone number and e-mail of principal financing or banking contact

___ **Table of contents**

___ **Executive summary**

___ **Required County forms completed:**

- ___ Non-Collusion Affidavit (**requires notarization**)
- ___ Vendor Compliance Form
- ___ Cooperative Purchasing Vendor Form
- ___ Attachment A: Cuyahoga County Government Functional Requirements

From SBE Bidders Manual (if applicable)

- ___ SBE-1, Covenant of Non-Discrimination
- ___ SBE-2, SBE Subcontractor Participation Plan (if SBE used)
- ___ SBE-3, Good Faith Effort Certification (**requires notarization**)

___ **Required vendor attachments:**

- ___ Most recent audited or compiled financial statement

___ **Required number of proposals with attachments**