

**CALHOUN COUNTY  
SUBMITTING BIDS/PROPOSALS  
INSTRUCTIONS**

Vendors submitting a bid/proposal to Calhoun County **must follow these 3 steps:**

1. **Register as a vendor** with the County by means of this link:

<http://www.calhouncountymi.gov/vendors/registration>

After completing a brief company profile, you be asked to categorize the product(s) and/or services you provide. For this project, register (at a minimum) under this code: **208-05**. Completing this registration will add you to the County's vendor database. Once registration is complete, you can be assured of receiving emailed notice of all addenda or questions/answers pertaining to this project, and of future solicitations within your category(s) of commodity/services.

If already registered, review your on-line profile and revise to current information.

2. **Download the bid document** by accessing the following link:

[http://www.calhouncountymi.gov/government/administrative\\_services/bid\\_opportunities](http://www.calhouncountymi.gov/government/administrative_services/bid_opportunities)

3. **Register your intent to bid** on this project at the site of the above link. (Registration of intent does not need to occur at the time of the document download.) Should you elect not to submit a bid after registering your intent to bid, notify the Purchasing Office of your change in status at: [lobrig@calhouncountymi.gov](mailto:lobrig@calhouncountymi.gov)

***VENDORS ARE ENCOURAGED TO REGISTER WITH THE COUNTY  
UPON RECEIPT OF THIS SOLICITATION***

**CALHOUN COUNTY  
REQUEST FOR PROPOSAL  
CALHOUN COUNTY ADMINISTRATOR'S OFFICE  
PURCHASING DIVISION  
(269) 781-0981**

**ISSUE DATE:**        *FRIDAY, SEPTEMBER 2, 2016*

**DUE DATE:**        *THURSDAY, SEPTEMBER 29, 2016*

**PROJECT:**         *CLERK RECORDS MANAGEMENT SYSTEM; RFP#114-16*

This Request for Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

**PART I - INSTRUCTIONS, TERMS, & CONDITIONS**

1.1    PROPOSAL SUBMISSION:

Proposals must be submitted in complete original form by mail or by messenger in a sealed envelope/packet to the following address:

CALHOUN COUNTY BUILDING  
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION  
315 WEST GREEN STREET  
MARSHALL, MI 49068

All proposals received shall be noted as such on the outside of the envelope:

**PROPOSAL:** *CLERK RECORDS MANAGEMENT SYSTEM; RFP#114-16*

**DUE DATE:** *THURSDAY, SEPTEMBER 29, 2016 @ 3:00 pm (local time)*

**LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED**

1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two nonapplicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

\_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

1.3.2 A PARTNERSHIP doing business under the firm name of:

\_\_\_\_\_

All of the members of which are as follows:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

1.3.3 A CORPORATION duly organized and doing business under the laws of the State of \_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

#### 1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.

1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.

1.4.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

#### 1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

#### 1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

## 1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

## 1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$500,000** per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than **\$500,000** per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

1.8.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement stating that the following shall be ***Additional Insureds***: The Calhoun County, all elected and appointed officials, employees, volunteers, boards, and commissions.

1.8.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described

above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068)).

1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your proposal. The successful contractor may be required to have the County added as an additional insured to their insurance policy.

## 1.9 TAXES

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

## 1.10 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

## 1.11 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

1.11.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.

1.11.2 The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.

1.11.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.

1.11.4 Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

## 1.12 DISCLOSURE

1.12.1 All information in proposals received is subject to disclosure under the provisions of MCL 15.231 et seq., known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

1.12.2 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

## 1.13 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original proposal. Best and final offers may be requested from each of the finalists, or after careful consideration, the offeror that gives the most advantageous proposal may be recommended for award. In the event only one proposal is received, the County may require that the offeror submit a cost proposal in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose proposal is most advantageous to the County.

## 1.14 CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

## 1.15 AWARD OF CONTRACTS

**UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFP), all documents necessary to the successful

execution of the contract.

- 1.15.1 The contract will be awarded to the most responsible bidder whose proposal conforming to this solicitation will be most advantageous to the County; price and other factors considered.
- 1.15.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.
- 1.15.3 The County reserves the right to postpone the proposal opening for its own convenience.
- 1.15.4 The County reserves the right to reissue the request for proposal.
- 1.15.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

#### 1.16 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

#### 1.17 INDEPENDENT CONTRACTOR

- 1.17.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- 1.17.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.
- 1.17.3 The County will not provide any insurance coverage to Contractor, including

Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

1.18 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

1.19 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.20 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

## 1.22 LENGTH OF CONTRACT

The term of the maintenance contract that results from the award of the Clerk Records Management System shall be for a ***Five (5) year period, with the possibility of two one-year extensions***, upon mutual agreement by both parties. The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

## 1.23 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. Either the contractor or the County may terminate this agreement with a 120 day written notification to the other party. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

## 1.24 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's proposal, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

## PART II - GENERAL PROVISIONS

### 2.1 SUBMISSION OF PROPOSALS

- 2.1.1 One original and *three (3)* copies of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled “Original” and shall be unbound and single-sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of proposal copies, as well as additions to the proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror’s proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.
- 2.1.2 To be considered, bidders must submit a complete response to this RFP. No other distribution of RFP is to be made by this bidder. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least ninety (90) days from the opening date.

### 2.2 PREPARATION OF PROPOSALS

- 2.2.1 The proposal shall be legibly prepared in either ink or typed.
- 2.2.2 Should the bidder find it necessary to alter the Proposal/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the bidder.
- 2.2.3 The proposal shall be legally signed and the complete address of the bidder provided thereon.

### 2.3 ACCEPTANCE OF RFP CONTENT

It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date. The contents of this RFP and the bidder's proposal will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

## 2.4 INQUIRIES

- 2.4.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their proposal. Any information given to a prospective bidder concerning the RFP will be furnished to all prospective bidders as an amendment or an addendum to the RFP if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.
- 2.4.2 Questions that arise as a result of this RFP must be submitted in writing to the issuing office via E-MAIL/FAX by **TUESDAY, SEPTEMBER 13, 2016**. All questions and answers will be transmitted via E-MAIL/FAX to all potential bidders by **THURSDAY, SEPTEMBER 15, 2016**. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Questions must be addressed to:

Calhoun County Administration Office  
Purchasing Division  
CONTACT: Leslie R. Obrig  
E-MAIL: [lobrig@calhouncountymi.gov](mailto:lobrig@calhouncountymi.gov)

## 2.5 RESPONSIVE PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.**

## 2.6 LATE PROPOSALS

Any proposals received at the office herein designated after the exact time specified for receipt will not be considered. The prevailing clock shall be [www.time.gov](http://www.time.gov).

**LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED**

## 2.7 ALTERNATE PROPOSALS

Bidders are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

## 2.8 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the exact time set for receipt of proposals in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the proposal documents.

## **PART III - TECHNICAL SPECIFICATIONS**

### **3.1 INTRODUCTION TO SCOPE OF WORK**

Calhoun County is seeking proposals to provide a Records Management System for the County Clerk and Register of Deeds. The following requirements are intended to give a general guideline or parameters for what the County will require. Proposers are encouraged to provide additional features and options that are available with their records management system. The proposer's technical proposal presented should address the stated requirements, and/or describe additional features, options and benefits of the proposed solution.

### **3.2 BACKGROUND**

The Calhoun County Clerk and Register of Deeds office currently has one vendor who handles the assignment of local file numbers, indexing, scanning and retrieval of all vital records including Birth, Death, Marriage, Assumed Name Certificates as well as Notary Public Commissions, Military Discharge Papers and Veteran Identification Cards. This system includes financial transaction receipts for cash, check, money order and credit card charges. Each fee requires a multiple account split. The staffing levels consist of fifteen (15) users in two office locations (Marshall and Battle Creek) plus public access in our research area of six (6) computers. The records management system must stay current with all statutory changes.

In addition to the vital records, the current system handles the recording and e-recording of land documents including time stamp labels for received/filed date and time, assignment of Liber and Page Numbers and corresponding time stamp labels for recorded date and time, receipt number, clerk name, and dollar amounts including recording fees, tax certification fees, state and county transfer tax amounts. The e-recording system must allow for electronically transferring documents to the County Treasurer for Tax Certification and corresponding tax certification stamp with date, Treasurer's electronic signature and deputy's name and electronic return to the Register of Deeds. The e-file/e-record system allows for electronic rejection of documents with comments back to the submitter. (sample labels/stamps are attached). Our current e-file system only allows for one e-file vendor.

The current land record system provides for scanning of recorded land documents and manual indexing of document type, grantor, grantee, parcel number, legal description, Liber and Page number and date.

Vital Records Search of Death, Marriage and Assumed Names is available online free of charge. Land Records Search is available online free of charge in addition to the ability to purchase land documents at \$1.00 per page plus a \$5.00 Online Transaction Fee. A

receipt for purchase is e-mailed to the purchaser with a link to the purchased documents. The purchaser may print the documents or save them to a separate file.

The volume of records for the previous two years include:

2014 Land Recordings:	25,549 Documents / 79,085 Pages
2015 Land Recordings:	25,375 Documents / 84,416 Pages
2014 New Birth Certificates:	1,645
2015 New Birth Certificates:	1,632
2014 New Death Certificates:	1,384
2015 New Death Certificates:	1,410
2014 New Marriage Certificates:	931
2015 New Marriage Certificates:	980
2014 New Assumed Name Certificates:	740
2015 New Assumed Name Certificates:	628
2014 Notary Public Bonds:	199
2015 Notary Public Bonds:	165
2014 Military Discharge Papers:	76
2015 Military Discharge Papers:	693

### 3.3 HARDWARE REQUIREMENTS

Responder must be able to provide system and server requirements for hardware to be purchased internally by the County and ensure compatibility. Include a configuration layout of the suggested hardware. Responder must be able to provide procedures that they would take if the County decides to upgrade or replace equipment. Identify related costs, if any, which would be incurred by the County. Describe installation procedures and testing plans.

### 3.4 SOLUTION REQUIREMENTS

#### 3.4.1 Receipts and Recording Software

The responder's recommended system shall provide a tightly managed accounting module with security based user controls. The accounting module shall perform document validation, transaction audit trails and detailed accounting reports including daily financial journals to reflect all monies taken in by the County Clerk and Register of Deeds.

### 3.4.2 Customizable Workflows

Responder must describe how the system is designed to meet the County Clerk and Register of Deed's desired workflows. The system should be able to be easily customizable to meet changing needs of the county and adaptable to staffing to achieve operational efficiencies. Diagrams of available workflows should be included in the response.

### 3.4.3 Indexing Capabilities

3.4.3.1 The responder shall install and support the indexing of documents related to real estate recording and other documents the County Clerk and Register of Deeds is required to record. Indexing software shall provide comprehensive database, which includes:

3.4.3.1.1 Input screens and views can be unique to each document type.

3.4.3.1.2 Advanced OCR functionality that includes:

3.4.3.1.2.1 Automatic Verification, Identification and Population

3.4.3.1.2.2 Drag and drop functionality

3.4.3.1.2.3 Color coded accuracy flags to identify errors and ease of verification

3.4.3.1.2.4 Automatic parsing of fields

3.4.3.1.2.5 Ability to identify certain field types such as Social Security Numbers to ease in identifying data that may require redaction

3.4.3.1.3 User defined screen layouts

3.4.3.1.4 Table lookups

3.4.3.1.5 Drop downs

3.4.3.1.6 Common names

3.4.3.1.7 Auto fill

3.4.3.1.8 Default fields

3.4.3.1.9 Required fields

3.4.3.1.10 Protected fields

3.4.3.1.11 No limits to the amount of information entered

3.4.3.1.12 Quality controls with custom validation points

3.4.3.1.13 Custom checklists to reduce errors and increase standardization

3.4.3.2 The County preference is the use of intelligent software to automatically capture relevant indexing data such as names, dates, legal description, addresses, and other important information from unstructured electronic county property filings and associated documents. It is the desire of the County Clerk and Register of Deeds to collect information that used to be hand typed, through OCR capabilities to read from the electronic documents and inserted into databases instantly, saving time and allowing users to stay current and manage more documents faster.

#### 3.4.4 Redaction Capabilities

Responder must be able to provide redaction capabilities in the recommended solution to identify and remove sensitive data from property files, protect against identity theft and fraud. It must be integrated into the indexing module to identify pre-defined sensitive data and mask the data from the document. A copy of both the redacted and un-redacted (for internal staff viewing) document must be stored within the system. It is preferred this feature is integral to the system and does not require a third party integration.

#### 3.4.5 Scanning Capabilities

System must have integrated scanning capabilities that allows the County Clerk and Register of Deeds Office to determine when scanning occurs in the workflow. Solution must automatically link the image to the correct document. Other capabilities include:

3.4.5.1 Automatic verification of number of pages

3.4.5.2 Handles scanning a document at a time, from a queue and/or batch scanning

3.4.5.3 Non-proprietary and standard image file formats

3.4.5.4 Scanning at 300DPI and saving as TIFF at Group III or IV compression

3.4.5.5 Integration with most scanners

3.4.5.6 Easily import images into the system

#### 3.4.6 eRecording Capabilities

3.4.6.1 Responder must describe in detail how e-recordings in the proposed system. Responder shall be able to provide, at a minimum, Level 2 e-recordings. eRecording functionality should be integral to the proposed system and enable to record the documents in a similar process as recordings from other delivery methods. Multiple levels of security including 128-bit encryption and PKI should be included to ensure that all transactions are secure.

3.4.6.2 The same user interface should be used and require minimal training. It is preferred that there is no reliance on third party vendors. System should be able to accept eRecording from third parties as well. Submitters should not require any software or additional equipment to enable them to submit a document for e-recording.

#### 3.4.7 eCertification Capabilities

Responder's Solution shall allow the County Clerk and Register of Deeds to provide requestors with the ability to receive electronic copies of certified

documents. Documents will show authenticity by bearing the seal of the County and a United States Postal Service (USPS) Electronic Postmark (EPM) guaranteeing the document as certified and unmodified file. For convenient access the electronic documents should be in Adobe PDF format. It is preferred the Responder provide this service as part of the County Web Search portal which will also have functions for payment of electronically certified copies to the County.

#### 3.4.8 License and Application Processing Capabilities

Responder's Solution shall allow the County to manage application and generate licenses/permits as needed.

#### 3.4.9 Cash Management

3.4.9.1 Responder should describe how cash is handled in the proposed solution. The system should track all monies taken and dispersed by County Clerk and Register of Deeds. System must handle multiple payment methods such as Cash, Money Orders, Checks, Escrow Accounts, ACH transaction and Credit Cards.

3.4.9.2 Cash-out reports should be able to be run as desired. Each transaction should be able to be tracked by user and by workstation to allow detailed reporting.

3.4.9.3 Describe how receipts are generated upon the acceptance of money for any transaction. Receipts should be able to be generated and printed upon demand.

#### 3.4.10 Reporting Capabilities

3.4.10.1 Some reports are printed daily. Others are printed primarily on an as needed basis. Responder's recommended software solution shall provide the ability to print reports, which contain substantially the same information that appears on current reports.

3.4.10.2 The option to customize and centralize all reports must be included in the proposed system.

3.4.10.3 The responder shall explain the application to produce those reports.

3.4.10.4 System must be able to include, at a minimum, current County Clerk and Register of Deeds specific reports.

3.4.10.5 Reports should be able to be easily added. System should have the ability to send reports via e-mail.

#### 3.4.11 Automated Fee Calculation

Recommended solution must allow County Clerk and Register of Deeds to automatically calculate fees for each and every doc type, including any taxes. The ability to waive or add miscellaneous fees is necessary. It is important to be

able to provide an option to identify taxable exempt documents by state, municipality and school district.

#### 3.4.12 Automatic Generation of Document Numbers

Recommended solution should include automatic generation of book and page, recorded date and time.

#### 3.4.13 Automated Rejection Process

Recommended solution should automate the rejection process. It desired that the county will have the ability to easily identify that a document is rejection, select reasons for rejection and automatically generate a rejection letter that can be returned with the document(s).

#### 3.4.14 Internet Access

Recommended solution must include the ability to provide access to the County records online if desired at any point at no additional cost. The solution should include:

- 3.4.14.1 Secure website and County Portal that is intuitive and easy to use
- 3.4.14.2 Access via the internet or at the County office
- 3.4.14.3 Ability to launch online services from the County Clerk and Register of Deeds website
- 3.4.14.4 Advanced search functionality to improve experience for agents and public
- 3.4.14.5 County defined user levels
- 3.4.14.6 Professional advanced searches for agents that includes viewing of images
- 3.4.14.7 Simple searches for general public
- 3.4.14.8 Ability to watermark images
- 3.4.14.9 Ability to modify number of results viewable per page
- 3.4.14.10 Page to display “No Records Found” if search returns no results
- 3.4.14.11 Provide a list of search criteria which is available
- 3.4.14.12 Option to charge for access to the County Clerk and Register of Deeds records if desired with all reporting and tracking of this information
- 3.4.14.13 Option to allow account holders (charge account, escrow account) to fund their account via credit card transactions.
- 3.4.14.14 Detail and describe all proposed revenue structures from internet access of the County’s records

#### 3.4.15 Reliability

System reliability is a mandatory requirement. The responder shall clearly state its approach to fault tolerance, integrity scheme, and system recovery time, loss and

resultant degradation of processing capability. The system software shall provide a quality assurance capacity to verify that information is written to the storage media. Responder must be able to describe how they ensure that there are multiple levels of redundancy of data.

#### 3.4.16 System Response Time

Reasonable response time shall be maintained as the system grows in the numbers of users and amount of data. The proposed system must be designed with a distributed architecture such that each client machine is doing most of the data processing and the servers are each configured for a specific task (image storage and retrieval, database, and browser-based searching).

#### 3.4.17 Employee Performance Management

3.4.17.1 Proposed solution should track all statistical information about workload, such as volumes, types of documents, status, updating or editing activities, rejected documents, employee operating times, and number of documents processed. County Clerk and Register of Deeds must be able to easily and quickly monitor activity on a real time basis.

3.4.17.2 System should track a document through the entire recording process. County Clerk and Register of Deeds should be able to quickly review and search on the document status to identify any back-log or if a document has not been verified. Queues for all document stages should allow staff to manage unverified or in-suspense/hold work. It must be easy to trace all activity and identify accountability.

#### 3.4.18 Source Code in Escrow

Responder shall ensure that the source code be updated with every upgrade, patch or enhancement. Proof of escrowed source code shall be required and a receipt from the institution where the source code is maintained will be provided to the County Clerk and Register of Deeds.

#### 3.4.19 Security

Responder must describe how security is handled in the proposed solution. Password only access is desired. Describe external and internal security.

#### 3.4.20 System Administration

3.4.20.1 User Administration must be easy to use and allow the office system administrator to specify exactly what each user is allowed to do in the system. The County Clerk and Register of Deeds must be able to easily add or remove permissions for any user.

3.4.20.2 The proposed solution must allow the ability to assign permissions and/or access to specific tasks, document types, functions, etc. as desired. Permissions must be linked to login/password to allow user to be able to use any workstation in the office and have access to their specific tasks.

3.4.20.3 The system must include detailed auditing functions to track everything done in the system by each user, when and at which workstation including tracking of all file access and activity. The ability to quickly switch login to enable people to use different workstations and still maintain accurate audit trail is required.

#### 3.4.21 Shared Access

Frequently, especially for recent transactions, multiple users will require access to the same data and documents. Describe how the recommended system handles simultaneous access to files and data and how processing speed and system performance are to be maintained. Identify features of the system that make it user friendly and easily accessible by the general public.

#### 3.4.22 Daily Backup, Disaster Recovery

Describe how recommended solution provides daily back-ups and ensures multiple levels of redundancy of data for back-up and disaster recovery.

#### 3.4.23 Backup Features

Recommended solution should include a County Server, an off-site replication of the County server, tape backup of the County Server, tape backup of the replicated off-site server, and archive of images to microfilm, thus ensuring the security of records.

#### 3.4.24 Power Outages

Describe recommended environment to protect data and ensure an orderly shut-down of the server.

#### 3.4.25 Data Loss

Describe how recommended solution protects against data loss.

#### 3.4.26 Multi-User Environment

The software shall allow for a multi-user environment and be user friendly. It shall be able to support a multi-user configuration and be able to operate on multiple PC workstations via a LAN. For example, software shall have the ability

to provide for receipts on multiple workstations, in multiple locations. An open system environment is required.

#### 3.4.27 Query and Search

The system shall provide extensive query capabilities. Users shall be able to search real property, UCC, Liens and other record indexes on-line and access related images on the same screen. The system shall be capable of integrating converted index data and images.

### 3.5 Installation Support Services

#### 3.5.1 Implementation and Project Plan

The vendor shall provide an implementation plan in the proposal, which outlines the general tasks that will be completed, and the amount of time in days needed to fully implement the system.

#### 3.5.2 Project Team

Key project team members must be submitted with the response along with their resume for review. List 3 county references for each team member.

#### 3.5.3 Project Organization Chart

A chart of vendor staff and county staff is to be submitted along with projected times needed by each team member for this project.

#### 3.5.4 Data and Image Conversion

Responder must be able to describe in detail the data and image conversion process. The quality assurance process and quality standards must be explained that ensures a clean migration of data and images. Detailed reporting of any errors, omissions or anomalies throughout the migration process should be provided.

#### 3.5.5 Training

Vendor shall provide training to the staff and end users (public and business users). Training shall be specific to the role and level of responsibility of each staff member. Vendor shall provide a detailed training plan. The vendor shall provide appropriate training manuals.

### 3.6 Database Management Requirements

Calhoun County requires that software solutions operate within and utilize a relational database management system that is SQL compliant. The responder shall state in their proposal the database utilized by their software.

### 3.7 Programming Language Requirements

The responder shall specify the language(s) in which all programs and utilities delivered as part of the database management system and application is (are) written.

### 3.8 References

Provide at minimum 3 references of installations in offices of similar responsibilities and size of Calhoun County.

### 3.9 Documentation

Provide samples of system manuals and guides which will be included with the installation.

### 3.10 Customer Support

Responder must be able to provide local support and have the ability to quickly respond to questions, concerns and requests. Outline service levels and technical support that is provided. Include details of maintenance agreement and identify what is or is not included under this agreement.

3.10.1 Describe customer support process. Customer support at minimum should include toll-free phone support, email support, online chat, online knowledge base, ticketing system accessible by the County.

3.10.2 List customer support availability.

3.10.3 Include 24/7 emergency contacts and contact information.

3.10.4 Describe escalation procedures.

3.10.5 Describe procedures for work stoppage, bug fixes and patches.

3.10.6 Explain how upgrades and enhancements are deployed.

### 3.11 Support and Maintenance

- 3.11.1 Describe and detail the services included in your annual support and maintenance package.
- 3.11.2 How many upgrades are included?
- 3.11.3 Are bug fixes and patches included?
- 3.11.4 Are general enhancements included?
- 3.11.5 Are changes due to regulatory mandates included?
- 3.11.6 Are changes to fields, forms, letters, preferences and reports included?
- 3.11.7 Is on-going training included?
- 3.11.8 Is county staff required to perform an upgrade? How are upgrades performed?
- 3.11.9 Does your organization have user group meetings? If so, describe how they are organized.
- 3.11.10 Detail how your organization stays abreast of industry best practices and technology advances.
- 3.11.11 Include a sample of release notes.
- 3.11.12 What is included with a new release? How will the county be notified of a new release?

**ATTACHMENT A  
PRICE SHEET**

Responder must include details of pricing for recommended solution that includes the following:

<b>SERVICE</b>	<b>PRICE</b>
<b>SOFTWARE</b>	
Licenses for Electronic Recording Solution (specify # of licenses included)	
Cashiering	
e-Recording	
Indexing	
Imaging / Batch Scanning	
OCR / ICR Auto-Indexing	
Redaction	
County Portal/Inquiry/Search	
Customized Workflows	
Customized Look & Feel	
<b>IMPLEMENTATION</b>	
Project Plan	
Project Management	
Hardware Configuration	
Software Configuration	
Training	
On-going Support	
<b>CONVERSION SERVICES</b>	
Data Conversion from current system	
Image Conversion from current system	
Data Analysis, Quality Control, Exception Reporting and Planning	
<b>ANNUAL SUPPORT &amp; MAINTENANCE FEE:</b> <i>Include the starting year of maintenance fee i.e. year 1, year 2, year 3 etc...</i>	
<b>OTHER SERVICES</b>	
Hardware Equipment (list equipment model, brand, quantity and price per)	
Archiving of Image to Film	
Scanning and Processing of Maps	

AUTHORIZED SIGNATURE \_\_\_\_\_

FIRM \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT B**

**NON-COLLUSION AFFIDAVIT**

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

NAME: \_\_\_\_\_  
(type or print)

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

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

**ATTACHMENT C**

**CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION**

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

\*\*\*\*\*

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of  
(Official Corporate Title )

the corporation named contractor herein: that \_\_\_\_\_ who signed the  
foregoing proposal on behalf of said corporation was then \_\_\_\_\_ of said  
corporation; that said proposal was duly signed for on behalf of said corporation by authority of  
its governing body and is within the scope of its corporate powers.

SIGNED: \_\_\_\_\_

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

FIRM: \_\_\_\_\_

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

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

\*\*\*\*\*

In lieu of the foregoing certificate, there may be attached to the proposal a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

**VENDORS ARE REQUESTED TO COMPLETE THE TABLE OF TECHNICAL REQUIREMENTS AND SUBMIT AS PART OF THE PROPOSAL RESPONSE TO CLERK RECORDS RFP#114-16. THIS TABLE IS POSTED ON THE WEBSITE AS A SEPARATE DOCUMENT AND NAMED "RFP#114-16 CLERK RECORDS MGMT-TECH TABLE".**

**A COMPLETED TABLE MUST ACCOMPANY YOUR RFP#114-16 SEALED PROPOSAL RESPONSE.**