



PERMITTING SOFTWARE

PROJECT TITLE

RICHLAND COUNTY BUILDING DEPARTMENT

COUNTY AGENCY

FROM

FOR

**Richland County Commissioners
50 Park Ave. East, Mansfield, OH 44902**

TABLE OF CONTENTS

TABLE OF CONTENTS	2
LEGAL NOTICE	3
INSTRUCTIONS TO OFFEROR	4
SUPPLEMENTAL INSTRUCTIONS	9
PROPOSAL FORM	11
PROPOSAL FORM SUBMITTAL CHECKLIST	13
VENDOR ACCEPTANCE	14
Contract Documents	16
Article 1 Contracting Documents	16
Article 2 Contracting Authorities	16
Article 3 Payment by Contracting Authorities	16
Article 4 Performance by Contractor	16
Article 5 Warranties and Representations	17
Article 6 Termination for Convenience	17
Article 7 Termination for Cause	17
CERTIFICATE OF AVAILABLE FUNDS	19
AFFIRMATIVE ACTION CERTIFICATION FOR	20
EQUAL EMPLOYMENT OPPORTUNITY	20
DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT	21
NON-COLLUSION AFFIDAVIT	22
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT	23
GENERAL CONDITIONS	24
SUPPLEMENTAL CONDITIONS	30
SPECIFICATIONS	31

LEGAL NOTICE

Notice to Offerors

AD DATE

04-13-2026

The Richland County Board of Commissioners:

Will receive proposals at the office of the Richland County Board of Commissioners, County Administration Building, 50 Park Avenue East, Mansfield, Ohio 44902, until 10:30 A.M., Local Time, on Thursday, May 7, 2026. Proposals received after that time will not be accepted.

A pre-proposal meeting for all Offeror's will be held on Monday April 27, 2026 at 1:30 pm in the Commissioners' Boardroom, located in the County Administration Building, 50 Park Avenue East, Mansfield, Ohio.

The purposes of these proposals shall be to furnish Permitting Software in accordance with specifications, which will be available in the office of the Richland County Building Department, 1495 W. Longview Ave, Suite 202A, Mansfield, Ohio 44906 or log on to www.richlandcountyoh.gov. Proposals must be signed by a responsible officer of the company and submitted in a sealed envelope marked Permitting Software.

A contract will be awarded on the basis of ORC Section 307.862, Competitive sealed proposals procedure.

By order of the Richland County Commissioners. Stacey Crall, Clerk

INSTRUCTIONS TO OFFEROR

1. **Receipt of Proposal/Proposal Opening**

All offerors shall submit a complete, sealed proposal following the procedure outlined in this Request for Proposal no later than Thursday, May 7, 2026, at 10:30 a.m. Local Time to the Richland County Board of Commissioners, 50 Park Avenue East, Mansfield, Ohio 44902. All sealed proposals received after this time and date, for any reason, will be rejected.

2. **Legal Framework**

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

3. **Preparation and Submission of Proposal**

By submitting a RFP, the offeror shall be held accountable to know all terms, conditions and specifications under which this RFP will be performed. This includes, but is not limited to, the contents of all RFP documents, applicable laws and regulations, and the characteristics of any work sites or inside/outside delivery sites.

Each RFP shall be submitted in a clearly marked sealed container or envelope showing the company name, company address, RFP Proposal Number, Project Title, the date and time of the RFP opening. All RFPs must be delivered to:

Richland County Board of Commissioners
50 Park Avenue East
Mansfield, Ohio 44902

Each proposal shall contain the following RFP documents signed by the legally authorized company representative:

- a. Proposal Form
- b. Vendor Acceptance
- c. Non-Collusion Affidavit

The offeror shall submit any other documents or materials required in the proposal instructions with the proposal.

Oral, telegraphic or faxed proposals are unacceptable.

Late proposals - Sealed proposals received after the specified date and time will be considered late and will not be opened.

Materials - All materials in the RFP will become the property of the Owner may be returned only at the Owner's discretion. Pursuant to Ohio Revised Code Section 307.862 (C), in order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of the contract.

Signature of Offerors - The firm, corporate, or individual name of the offeror must be signed in ink in the blank spaces provided for signatures on the RFP documents. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners

must follow the firm name, using the term “member of the firm”. In the case of an individual, use the terms “doing business as” or “sole owner”. When the offeror is a firm, the representative signing the firm’s name shall also state the names of the individuals composing the firm. If the offeror is a corporation, the representative signing for the corporation shall state under the laws of which State the corporation is chartered.

Notice of Award- Each proposal shall contain the address to which notice of the award of the contract may be mailed or delivered by the Owner.

4. Proposal Alterations/ Addenda Prior to Proposal Opening

- a. During the proposal process, the Owner may furnish to offerors addenda covering changes, additions or deletions to the RFP documents. Addenda shall become part of the contract documents. The Owner reserves the right to postpone the proposal opening to issue addenda.
- b. Any prospective offeror shall request an explanation, interpretation or answer regarding the RFP process, or specifications in writing by:

Email: Steve Risser srisser@richlandcountyoh.gov & Rachel Troyer rtroyer@richlandcountyoh.gov

The offeror shall submit said written request no later than ten (10) days prior to the proposal opening date and time. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective offeror concerning the RFP prior to proposal opening shall be furnished promptly to all other prospective offerors as an addendum, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective offerors.

5. Brand Names/Substitutions

- a. The contract documents may identify items that are proprietary products or has referenced a particular trade name, manufacturer’s catalog or model number. This reference shall be interpreted as establishing a standard of quality only. This reference should not be construed as excluding proposals on other equal types of materials, equipment or supplies.
- b. During the RFP period, an offeror may submit a written request that any item not specifically identified in the RFP documents be considered as an equal substitution to that specified item, provided such submittal is made in a sufficient time for issuance of an addendum to the RFP documents. The offeror shall submit said request for substitution to the Owner no later than ten (10) days prior to the proposal opening date. The request for substitution, shall include, but is not limited to, pertinent product literature and/or samples of materials as required by the Owner. If the Owner accepts the offeror’s request for substitution, a written addendum shall be issued giving notice of the acceptance of said substitution to all offerors in accordance with the provisions of Section (5) RFP Alterations and Addenda.
- c. The Owner reserves the right to be the final authority on the acceptance or rejection of any proposed substitution.

6. Procedure for Ranking of Proposals/Award of Contract

- a. Prior to opening of proposals, the Richland County Board of Commissioners shall enter executive session pursuant to Ohio Revised Code 121.22. After entering executive session, the Commissioners will open proposals that it receives in a manner that prevents the disclosure of contents of competing offers to competing offerors;
- b. The following factors and criteria will be used to evaluate each timely submitted proposal. The factors and criteria are listed in order of relative importance with the first listed factor as being the most important.

- Ability of Software to meet Specifications
- Cost estimate and proposed annual maintenance/fees
- Availability of Support, Maintenance and flexibility for future changes and upgrades
- Schedule and timeframe for Implementation
- Vendor Experience and Expertise
- Qualifications and Experience of Project Personnel
- Successful Implementations in the State of Ohio for Building Department related work

A budget has not been established for this project. It is important to note that cost will not be the sole criteria for shortlisting vendors, but the County will consider cost when evaluating proposals received.

- c. The Commissioners shall rank each proposal using the above referenced factors and criteria.
- d. The Commissioners, if necessary, may conduct discussions with offerors for the purpose of ensuring full understanding of, and responsiveness to, the requirements specified in the request for proposals, and accord fair and equal treatment with respect to any opportunity for discussion with offerors to provide any clarification, correction, or revision of proposals;
- e. If the Commissioners determine that discussions as described above are necessary, the Commissioners shall avoid disclosing any information derived from proposals submitted by competing offerors during those discussions;
- f. The Commissioners may negotiate with the offeror who submits the proposal that the Commissioners determine is the most advantageous to the county based on the rankings performed by the Commissioners and including any adjustment to those rankings based on above described discussions;
- g. The Commissioners shall conduct negotiations with only one offeror at a time;
- h. Except as provided below in these Instructions to Offerors, the Commissioners shall award a contract as provided herein.

7. Contractor's Qualifications

- a. The Owner may make such investigations as the Owner deems necessary to determine the ability of the offeror to perform the contract, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request.
- b. The offeror shall submit a completed Experience Record with the proposal. The references shall include the following information: Company Name, Company Address, Contact Name and Phone Number.

8. Withdrawal of Proposal

Offerors may withdraw their proposals at any time prior to the award of the contract.

9. Award of Contract

The Owner may award a contract to the offeror whose proposal is determined to be the most advantageous to the county, taking into consideration the evaluation factors and criteria developed by the Owner, and set forth in the request for proposals. The Owner may award a contract in whole or in part to one or more offerors. The Owner shall include a written statement in the contract file stating the basis on which the award is made. The Owner shall send a written notice to the offeror to whom it wishes to award the contract and shall make that notice available to the public. Within a reasonable time period

after the award is made, the Owner shall notify all other offerors that the contract has been awarded to another offeror.

10. Waiver of Technical Deviations

The Owner may waive any minor infractions of the instruction to offerors, immaterial deviations from the RFP, or any technical deviations from the RFP that do not effect proposal amount or give an offeror an unfair competitive advantage.

11. Rejection of Proposals

- a. The Owner reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that the Owner considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the Owner.
- b. The Owner reserves the right to reject, in whole or in part, any proposal that the Owner has determined, using the factors and criteria the Owner develops pursuant to ORC 307.862(A)(1) and would not be in the best interest of the county.
- c. The Owner may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

12. The following RFP documents shall be signed by the legally authorized representative, if applicable, and submitted prior to the execution of the agreement:

- a. Affirmative Action Certification
- b. Non-Discrimination and Equal Employment Opportunity Affidavit
- c. Non-collusion Affidavit
- d. Personal Property Tax Affidavit
- e. Copy of Certificate of Insurance: Proof of Coverage
- f. Copy of the Bureau of Workers' Compensation Certificate

13. Vendor Acceptance

The Offeror shall submit a signed Vendor Acceptance form and submit with your proposal. The Vendor Acceptance form must be signed by a legally authorized representative.

14. Termination of Negotiation

The Owner may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith. If the Owner terminates negotiations with an offeror, the Owner shall negotiate with the offeror whose proposal is ranked the next most advantageous to the county, according to the factors and criteria developed by the Owner.

15. Public Records

In order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of the contract.

16. Cancel or Reissue of Request for Proposal

The Owner may cancel or reissue a RFP if any of the following apply:

- a. The supplies or services offered through all of the proposals submitted to the Owner are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP.
- b. The prices submitted by the offerors are excessive compared to existing market conditions or exceed the available funds of the Owner.
- c. The Owner determines that award of a contract would not be in the best interest of the county.

SUPPLEMENTAL INSTRUCTIONS

1. Purpose

Richland County is seeking proposals from qualified vendors to provide a comprehensive, integrated tracking and workflow software for permits and applications for the County's Building Department. The vendor will assist the County with configuring, migrating, installing, implementing, and training services through the process. The new software should facilitate permit and application processing, manage review workflows, document permit records, track inspections, and offer reporting of key process indicators. The intent is that the new software will result in efficient, user-friendly, and accurate tracking of applications and permits that enhances the public experience while also increasing staff productivity.

While the focus of this Request for Proposals (RFP) is on the permitting software, the County is exploring opportunities to establish an enterprise system that can integrate multiple departments. These would be pursued in a future scope and are not intended for inclusion at this time. The process included in the current scope is building permitting. Modules or processes that could be pursued in the future include zoning permitting/coordination, plumbing permitting/inspection, stormwater permitting, wastewater permitting, driveway permitting, overweight vehicle permitting public asset management, records requests, maintenance work orders, utility billing, and license tracking.

2. Background

Richland County is home to 125,000 people in north central Ohio. The county is governed by a 3 member Board of Commissioners and operates a building department certified by the Ohio Board of Building Standards. The Richland County Building Department takes a proactive approach to enhance the community and

The Building Department enforces Residential and Commercial Building Codes in both Richland and Crawford Counties. The current system is a combination of Google Forms, Microsoft Templates, and a Microsoft Access Database. Plans are accepted in paper and electronic formats. Electronic Plans are reviewed using Bluebeam Revu software.

3. Proposed Selection Schedule

- Advertise Monday April 13, 2026
- Pre-proposal meeting Monday April 27, 1:30 pm, live and via Zoom
- Deadline for Questions Thursday April 30 @ 4:00 pm
- Final Addendum issued with staff response to questions Monday May 4 by 10:30 am
- Proposals Due Thursday May 7 @ 10:30 am
- Interviews and Demonstrations as necessary Week of May 11-15
- Vendor Notification Week of May 18-22, Award on May 19.

4. Pre-Proposal Meeting

A pre-proposal meeting for all Offeror's will be held on Monday, April 27 at 1:30 p.m. in the Commissioners' Boardroom, located in the County Administration Building, 50 Park Avenue East, Mansfield, Ohio. In-person attendance is optional. A Zoom link will be provided for attendees by emailing srisser@richlandcountyoh.gov.

5. Proposed Team Interviews and Demonstrations

As part of the selection process, Richland County intends to invite qualifying Offerors/Vendors to demonstrate their proposed technology system and to answer questions regarding their proposal and implementation approach. Qualifying Proposed Teams will be identified following the preliminary review and ranking of submitted proposals. Proposed Teams that will be invited for demonstrations and interviews will have proposals that 1) adhere to the proposal requirements and submitted documentation and 2) are among the top three (3) rankings.

The proposed Project Manager and key team members will be expected to participate in the demonstrations/interviews onsite at Richland County or online for these interviews and demonstrations. The County currently plans to notify all Proposed Teams as to whether they have been selected for demonstrations/interviews on the date stated in Section 3 above.

6. Pricing

The pricing portion must be submitted in the proposal form on Company Letterhead. Proposal prices will be in effect for the duration of the contract and any renewals, unless there is a price adjustment as described in Supplemental Conditions.

PROPOSAL FORM

PROPOSAL SUBMISSION REQUIREMENTS

The submitted proposal must address all categories and performance expectations within this RFP as listed below. Before submitting a proposal, Proposed Teams shall examine the specifications in order to understand all existing conditions and limitations. The proposals shall be organized into the following sections.

1. Cover Letter/Executive Summary

Provide a concise overview describing the proposed technology solution and implementation approach to the project.

2. Table of Contents

A list of the key sections and page numbers for the proposal.

3. Vendor Profile

An overview of the vendor with the following information:

- a) Summary of the vendor that describes the qualifications, experience, and any technical expertise that may relate to the project.
- b) List of software features, modules, or components available through the vendor and identification of which are included in the proposal.
- c) Resumes of the staff members identified including their relevant experience, background, availability to complete the identified services, and role within the project scope.
- d) List of local government experience for comparable services which were completed within the last five (5) years. This should include a description of the project, unique outcomes or approaches, client with contact information, and other items identified by the vendor to support the project scope. Preference will be given to vendors with successful implementations for Building Departments in the State of Ohio.

4. Project Scope

An overview and list of the task items needed to address the scope of services. This should include an overview of the software, technical requirements, training options, migration of existing permit data, and support / maintenance services.

5. Proposed Technology Solution and Support

Describe the proposed technology solution and indicate how it will meet the Project Specifications. Discuss the level(s) of support offered as part of the solution. Include support details as to how support requested, administrated, response times, support staff employment (in-house vs outsourced vs off-shore), hours of support times, etc.

6. Technology Solution Implementation Approach

Describe the proposed technology solution implementation approach. Discuss the implementation procedure, an estimated schedule, and remote vs on-site options. Discuss general phases, tasks, and milestones that can be expected. Discuss how training will be provided to County staff and how training materials/resources are to be provided.

7. Schedule

An estimated timeline and overall schedule for the project from initial launch to final go-live. This should identify milestones for each phase of work and any relationship to future phases to demonstrate key tasks for completion.

8. Cost

Provide detailed cost and payment schedule for implementation and 3-year support/annual maintenance services. Costs shall be generally summarized in 3 areas as follows.

- a.** Implementation costs
- b.** Data conversion costs
- c.** Annual costs for 3 years.

Other itemized or individual costs unique to each vendor can be included in the cost proposal section.

PROPOSAL FORM SUBMITTAL CHECKLIST

Proposal Form *

Vendor Acceptance *

Non-Collusion Affidavit *

All items must be submitted in a sealed envelope showing the company name, marked Richland County Permitting Software Proposal, and the date and time of the proposal opening

* Must be submitted with a signature by a responsible officer of the company

VENDOR ACCEPTANCE

(Must return with proposal)

The vendor is asked to indicate acceptance by having a representative of the company sign and date this page and include this page with the proposal.

Name of Authorizing Officer: _____

Title: _____

Name of Firm: _____

Address: _____

City, State, and ZIP Code: _____

Telephone Number: _____

I, _____, (print or type name)

accept the format and technical specifications as outlined in this proposal for

PERMITTING SOFTWARE for RICHLAND COUNTY, OHIO, and

am proposing an appropriate proposal which will meet its mandatory

requirements. It is my understanding that my proposal, if accepted, will

become part of the contract.

Vendor Authorized Signature Date

Witness Signature Date

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

Notary Public
My Commission expires _____
Recorded in _____ County

STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR

AGREEMENT:

BETWEEN THE OWNER: The Owner is composed of the following Contracting Authorities:

**Richland County Commissioners
50 Park Ave. East, Mansfield, OH 44902**

And the CONTRACTOR:

TYPE OF SERVICE: Provision of PERMITTING SOFTWARE

The **OWNER** and the **CONTRACTOR** agree as set forth below:

Contract Documents

Article 1 Contracting Documents

The contract documents, which comprise the entire agreement between OWNER and the CONTRACTOR, consists of the following:

- 1.1 This agreement;
- 1.2 General Conditions
- 1.3 Supplemental Conditions
- 1.4 Specifications
- 1.5 Addenda
- 1.6 Proposal Form
- 1.7 Instructions to Offeror
- 1.8 Supplemental Instructions to Offeror
- 1.9 Auditor's Certification
- 1.10 Unresolved Debt Affidavit
- 1.11 Vendor Acceptance
- 1.12 Affirmative Action Certification
- 1.13 Delinquent Personal Property Tax Affidavit
- 1.14 Non-Collusion Affidavit
- 1.15 Non-Discrimination and Equal Employment Opportunity Affidavit
- 1.16 Certificate of Insurance
- 1.17 Bureau of Workers Compensation Certificate

Article 2 Contracting Authorities

A "Contracting Authority" means:

- a. any board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the county or any agency, department, authority, commission, office, or board thereof.
- b. any board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the township or any agency, department, authority, commission, office, or board thereof.
- c. any board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the municipal corporation or any agency, department, authority, commission, office, or board thereof.

Article 3 Payment by Contracting Authorities

Each Contracting Authority shall pay the Contractor in accordance with the Contract Documents. Each Contracting Authority shall be liable to pay for only its own purchases. A Contracting Authority shall not be liable to pay for purchases made by another Contracting Authority. In the event a Contracting Authority fails to pay the Contractor in accordance with the Contract Documents, all other Contracting Authorities shall not be liable for said nonpayment.

Article 4 Performance by Contractor

The Contractor shall provide all goods, equipment, materials, supplies, and products and shall perform all services in accordance with the contract documents.

Article 5 Warranties and Representations

In addition to any warranties, provided by law, the Contractor represents and warrants that the goods, equipment, materials, supplies, products and/or service, shall meet all conditions, requirements and specifications as provided for in the contract documents.

Article 6 Termination for Convenience

Because the Owner is comprised of multiple Contracting Authorities each having statutory contracting authority, each Contracting Authority may terminate without cause this Agreement by written notice of cancellation mailed to the Contractor at its business address at least thirty (30) days prior to the effective date of cancellation.

Article 7 Termination for Cause

- a. In the event of default by the Contractor, the Contracting Authority may terminate this contract without any further liability to the Contractor. Said termination shall be effective immediately upon delivery of written notice to the last known address of Contractor.
- b. The following events shall constitute default by the Contractor:
 - (1) the provision of defective goods, equipment, materials, supplies or products,
 - (2) failure to furnish goods, equipment, materials, supplies or products in accordance with the standards required by the contract documents,
 - (3) the quality of goods, equipment, materials, supplies or products fails to meet acceptable commercial standards,
 - (4) failure to keep adequate inventory,
 - (5) failure to deliver goods, equipment, materials, supplies or products in accordance with the contract documents,
 - (6) failure to perform services in accordance with the contract documents,
 - (7) failure by the key representative to perform his/her duties in accordance with the Contract documents,
 - (8) nonperformance by contractor of any terms, conditions or provisions of this contract,
 - (9) any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium law, or any law for the relief of, or relating to, debtors,
 - (10) the filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of the Contractor's property.
- c. In the event a Contracting Authority consents to or waives the breach of any provision or covenant of this Agreement, such waiver shall not constitute a waiver of such provision or covenant in the future. The Contracting Authority shall not be prevented from later enforcing any provision or covenant it may have previously waived or elected not to enforce, nor shall such waiver have any effect on the enforcement of any other provision.
- d. The Contractor shall pay the Contracting Authority all costs and expenses, including (but not limited to) attorney's fees, incurred by the Contracting Authority in exercising any of its rights or remedies hereunder of the terms, conditions or provisions hereof.

This Agreement is entered into as of the day and year first written above.

BOARD OF RICHLAND COUNTY COMMISSIONERS

By: Anthony Vero (date)

By: Cliff Mears (date)

By: Darrell Banks (date)

APPROVED AS TO FORM:

Andrew Keller (date)
Richland County Administrator

CONTRACTOR FOR:
PERMITTING SOFTWARE

By: Representative for (date)

Richland County
CERTIFICATE OF AVAILABLE FUNDS

As the Auditor of Richland County, Ohio, I certify that the money required to meet the obligations of Owner under the attached Agreement between Owner and Contractor has been lawfully appropriated by Owner for those purposes and is in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Dated: _____, 20_____

County Auditor
Richland County, Ohio

AFFIRMATIVE ACTION CERTIFICATION FOR EQUAL EMPLOYMENT OPPORTUNITY

This is to certify that _____
(Name of Contractor)

has executed a written Equal Employment Opportunity Affirmative Action program in accordance with Titles VI and VII of the 1964 Civil Rights Act, Executive Order 11246 as amended, the Governor's Executive Order and the Equal Employment Opportunity Program of the Board of Richland County Commissioners.

If _____ is found to have
(Name of Contractor)

the lowest responsive and responsible offeror, we understand that under the provisions of the resultant contract that we are obliged to take Affirmative Action to provide equal employment opportunity without regard to race, religion, color, sex, or national origin.

_____ an authorized
(Name and Title)

official of _____ is
(Name of Contractor)

responsible for the implementation of this contractual obligation.

Official's Signature

Date

This certification becomes part of the resultant contract.

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the bids and resulting contract for the following:

Subject: PERMITTING SOFTWARE

Department: COUNTYWIDE TERM CONTRACT

State of _____ County of _____, ss:

_____ being first duly sworn, deposes and says that he/she is the
(Name)

_____ of _____
(Title)

with offices located at _____,
(Address of Vendor)

and as its duly authorized representative states that effective this day of _____,

- () is not charged with delinquent personal property taxes on the general list of personal property in Richland County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Richland County, Ohio.
- () is charged with delinquent personal property taxes on the general list of personal property in Richland County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Richland County, Ohio.

County Amount _____ (Include total amount and any penalties and interest thereon)

Richland

_____	\$	_____
_____	\$	_____
_____	\$	_____

(Affiant)

Sworn to and subscribed this _____ day of _____, 20_____.

(Notary Public)

My Commission expires _____, 20_____ (Seal)

section 5719.042 O.R.C.

NON-COLLUSION AFFIDAVIT
(Must return with proposal)

STATE OF OHIO,

COUNTY OF _____, SS:

_____ being first duly SWORN, deposes and says that they are

the _____ or authorized representative of _____ the party making the forgoing proposal; that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham proposal, or that any one shall refrain from proposal; that said offeror has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said offeror or of any other offeror, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all standards contained in such proposal are true; and further, that said offeror has not, directly or indirectly, submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to such person or person as have a partnership or other financial interest with said offeror in has general business.

Affiant and Title

SWORN to before me and subscribed in my presence this

_____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____(Seal)

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says

that they are _____
(President, Secretary, etc.)

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

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

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

Notary Public

My Commission expires _____, 20_____. (Seal)

GENERAL CONDITIONS

1) Record Keeping Requirements

The contractor shall provide monthly purchase reports, to the Owner with the following information:

- a) Items
- b) Department and address locations
- c) Material Code and description
- d) Quantity of each item purchased/leased
- e) List price
- f) Cost to Owner
- g) Discount received by the Owner
- h) Month to date & year to date figures (By department - quantity and cost)

2) Billing Features

- a) The Contractor shall send a monthly invoice for each account by mail or e-mail. If the information is e-mailed, it must be in MS Excel or MS Word format.
- b) The monthly invoice shall identify the following:
 - i) Account code
 - ii) Department name
 - iii) Department address
 - iv) Invoice date
 - v) Itemized description of charges
 - vi) Total billing charges
 - vii) Any additional charges not listed above
- c) **The Owner shall not pay late fees.**

3) Taxes

The Owner shall not pay local, state, or Federal taxes. If requested, the Contractor will be furnished with an exemption certificate.

4) Permits/Codes

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

5) Delivery of Goods

The Owner shall not pay delivery fees. All bid prices shall include inside delivery costs. The Owner shall not pay any charges for inside delivery made directly to the destination. All shipments are to be made as requested directly to the department.

6) Non-Acceptance of Supplies

The Contractor shall correct any problem involving incorrect shipments, quality of supplies, or billing problems immediately upon request of the Owner. All returns will be the sole responsibility of the contractor. The Owner shall not permit return charges.

7) Substitution of Products

During the contract period, the Contractor shall have the option to substitute an equal item. The Contractor may submit a written request that an item not identified in the contract documents be considered as an equal substitution to an item identified in the contract documents. The Contractor shall submit said request for substitution to the Owner no later than thirty (30) days prior to the effective date of the request for substitution. The request for substitution shall include, but is not limited to, pertinent

product literature and/or samples of materials as required by The Owner. The request for substitution shall further include the proposed price, which shall be equal to or less than the contract price. If the Owner accepts the Contractor's request for substitution, the Owner shall issue to the Contractor a written notification of the acceptance of said substitution.

The Owner reserves the right to be the final authority on the acceptance or rejection of any proposed substitution.

8) Performance Requirements

The Owner may reject any supplies or equipment that fail to conform in all respects to the specifications. A representative or agent of the Owner shall contact the contractor by telephone within ten (10) days after delivery of the rejected supplies or equipment of the reason for rejection. If the contractor fails to make immediate replacement of rejected supplies or equipment, the Owner may procure in the open market supplies and equipment that meets the specifications. If the Contractor does not perform in accordance with the specifications of the contract, it shall be considered breach of contract for non-performance and may result in a claim against the Contractor for all costs and damages to procure like items in the open market.

9) Force Majeure Clause

Notwithstanding any other provision herein, each party's time of performance shall be extended to the extent reasonably necessary in the event that an act of nature, war, civil commotion, fire, explosion or other force majeure event occurs without the fault or negligence of the non-performing party and prevents timely performance under this agreement; provided, however, that such failure to perform or delay could not have been prevented through the use of reasonable precautions, and such delay or non-performance cannot be reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. The affected party shall promptly notify the other party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution.

10) Placement of Orders

A representative or agent of the Owner shall directly place orders with the Contractor.

11) Labeling of Shipments

The Contractor shall properly label all items and show all information necessary to deliver the items to the proper location. All shipments shall show the name of the entity placing the order and specific delivery location. All shipments must be accompanied by a packing slip showing the order number or invoice number.

12) Estimated Requirements

Actual future purchases under this contract may exceed or be less than the estimated requirements furnished by the Owner during the bidding process. The Owner does not obligate itself to purchase said estimated requirements. Said estimated requirements are stated to give potential bidders a range or approximation of what the Owner's annual purchases could possibly be during the upcoming years.

13) Contractor Support

The Contractor shall at all times have a customer service representative available as a representative and liaison to work with the Richland County Building Department.

14) Contract Administration

The Richland County Building Department will administer the contract.

15) Equal Opportunity Provisions Required

The Contractor agrees to comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11377 and as supplemented in the Department of Labor Relations 41 EFR, Part 60. The Contractor agrees to both of the following:

- a) That in the hiring of employees for the performance of work under the contract or any subcontract no contractor, subcontractor, or any person acting on their behalf shall, by reasons of race, creed, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a labor or workers, who is qualified and available to perform the work to which the contract relates;
- b) That no contractor, subcontractor, or any person acting on their behalf, shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

16) Title VI of the Civil Rights Act

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act, Section 504 of the Vocational Rehabilitation Act of 1978 and the Family Privacy Act, along with other applicable rules and regulations.

17) Affirmative Action Certification

The Contractor shall complete and provide to the Owner an Affirmative Action Certification. Providing said Certification does not relieve the Contractor from his obligation to fully familiarize himself with all germane affirmative action requirements.

18) Non-Collusion Affidavit

The Contractor shall complete and provide to the Owner an affidavit stating that neither he nor his agent, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit shall be on the form, attached hereto and delivered by the Contractor to the Owner prior to execution of the contract.

19) Personal Property Tax Affidavit

The Contractor shall complete and provide to the Owner a Personal Property Tax Affidavit in compliance with ORC Section 5719.042. In the event, the Contractor has delinquent personal property taxes within Richland County, the Owner may not award a contract to the Contractor.

20) Insurance Requirements

Throughout the contract period, the Contractor shall maintain a comprehensive insurance program affording as a minimum the coverage specified below. The Contractor shall submit to the Owner prior to the execution of the contract a Certificate of Insurance that identifies the types and amounts of coverage, and names the Richland County Board of Commissioners as the certificate holder. If there is any change in the Contractor's insurance carrier or liability amounts, the Contractor shall supply the Owner with a new Certificate of Insurance.

Workers' Compensation Coverage: as required by law.

Comprehensive Liability – Contractor shall keep in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the terms of

this agreement. Contractor shall carry liability limits not less than \$1,000,000 per occurrence and shall name the Owner as an Additional Insured.

Automobile Liability – a minimum of \$1,000,000 single limit occurrence and shall name the Owner as an Additional Insured.

Cyber Liability – a minimum of \$1,000,000 single limit occurrence and shall name the Owner as an Additional Insured.

21) Indemnification

The Contractor agrees to indemnify and hold harmless the Owner, its agents, employees or any other person against loss or expense including attorney's fees, by reason of any liability imposed by law upon the Owner, for damage because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the Owner, its employees or agents or any other person.

In order to give effect to the intention of the parties in forming this agreement and in order to facilitate all indemnification to the Owner, the Contractor expressly, intentionally and irrevocably waives any and all employer immunity provided in Section 35, Article II of the Ohio Constitution. It is further understood and agreed that the Contractor shall (at the Option of the Owner) defend the Owner with appropriate counsel and shall further bear all cost and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

22) Federal, State and Local Laws

The Contractor shall comply with all applicable Federal, state, and local laws in the performance of the contract, including applicable state and Federal laws regarding drug-free work places. The

Contractor shall accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the contractor in the performance of the contract.

23) OSHA Compliance

- a) Any equipment or materials supplied under this contract must comply with all requirements and standards of the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. The Owner may reject any items not meeting OSHA specifications. At the convenience of the Owner, the Owner may require the Contractor to provide training at the Contractor's expense to county employees in the operation or maintenance of any item.
- b) Prior to delivery of any material that is caustic, corrosive, flammable or dangerous to handle, the contractor shall provide the appropriate facility with written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid.
- c) The Contractor shall post at each appropriate facility a Material Safety Data Sheet, containing a List of Hazardous Chemicals and Substances. Upon the delivery of any hazardous chemicals or substances, the contractor shall identify said hazardous chemicals and substances on said List of Hazardous Chemicals and Substances.

24) Assignment

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor for any duty or responsibility under the contract documents.

25) Amendment

The Owner and the Contractor each reserves the right to make amendments to this contract provided that any such amendment is in accordance with law and the Owner and the Contractor each agrees to such amendment in writing.

26) Independent Contractor

The Contractor shall perform the services required by the contract as an independent contractor and not as an agent or employee of the Owner. All persons employed by the contractor to perform services hereunder shall be employees solely of the Contractor and shall not be agents or employees of the Owner.

27) Giving Notice

Whenever any provision of the contract documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified, postage prepaid, to the last business address known to the giver of the notice.

28) Cumulative Remedies

The duties and obligations imposed by these contract documents and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the contract documents, and the provisions of this paragraph will be as effective as if repeated specially in the contract documents in connection with each particular duty, obligation, right, and remedy to which they apply.

29) Survival of Obligations

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the contract documents, as well as all continuing obligations indicated in the contract documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

30) Controlling Law

This contract shall be governed by the law of the State of Ohio.

31) Records

The Contractor shall keep, maintain, make available for inspection and copying, and release any and all records generated in the performance of this agreement in accordance with state and federal law governing public records and the Owner's record retention schedules. The Contractor shall remove and destroy said records in accordance with state and federal law governing public records and the Owner's retention schedules.

32) Unresolved Debt Affidavit

The Contracting Authority shall complete an unresolved debt search in compliance with ORC Section 9.24.

SUPPLEMENTAL CONDITIONS

1) Contract Term/Renewal Terms

The initial term of the contract will be for three (3) years. The Contracting Authority shall have the option, to be exercised as hereinafter provided, to renew the term of this contract for a period of two (2) years. The renewal term shall be upon the same terms, covenants, options, and conditions as provided in these contract documents. The Contracting Authority may exercise its option to renew the contract by notifying the Contractor in writing of its election to renew the contract at least thirty days prior to the expiration of the initial term of the contract and at least sixty (60) days prior to the expiration of any renewal term. If the Owner fails to give the Contractor said written notice, the contract shall be cancelled on the termination date described in the agreement.

2) Contract Extension

The Owner reserves the right to extend this contract sixty days beyond the termination date of the initial term and any renewal term. Said contract extension shall be upon the same terms, covenants, options, and conditions as provided in these contract documents. The Owner may exercise its option to extend the contract for sixty (60) days by the Owner notifying the Contractor in writing of its election to extend the contract at least thirty (30) days prior to the expiration of the initial term of the contract and at least thirty days prior to the expiration of any renewal term.

3) Right to Utilize Contract

Any officer holder, department or agency that does not utilize this contract after the contract has started to run shall have the right to participate in the contract at any time during the initial term or any renewals thereof by contacting the customer service representative.

4) Service Plan

Contractor must provide a service representative that is available during the County's working hours (8:00 a.m. to 4:00 p.m.). Upon request a representative must be available to provide customer service within four (4) business hours.

5) Billing Features

No item(s) shall be accepted or subsequently paid for unless itemized invoices are submitted. Invoices must detail the contract item and contract price. Invoices will be submitted based on the cost schedule as submitted with the proposal and as ultimately accepted by the Owner.

6) Contract Cost Adjustment

Upon renewal, the contractor may submit a single request for a price increase not to exceed 5% of the original contract pricing. The contractor may exercise its right to request said price increase by notifying the Owner at least ninety (90) days prior to the effective renewal date.

SPECIFICATIONS

Project Scope

This section outlines the minimum components or functions necessary to enable the County to acquire the most appropriate solution. The capabilities of the software need to replace the functionality of the County's existing system while offering new features that improve the user interface, coordination, integration, and efficiency of the permitting process. The County encourages and welcomes highlighting additional features that the vendor believes will add value toward improving the permitting process for external and internal customers.

The software should include the following functions and/or features:

1) Vendor Services

- a) Vendor will manage overall project timing, deadlines, and milestones based on County direction.
- b) Vendor will assist with the potential phased go live of department processes based on implementation schedule.
- c) Vendor will assist with initial account setup and configuration.
- d) Vendor will migrate applicable data from the County's existing system, MS Access Database and records stored on file server.
- e) Vendor will assist with creating templates for application types, workflows, documents, and other necessary information.
- f) Vendor will assist with integrating other County systems, as applicable.
- g) Vendor will provide training for support staff, end users, and administrators. The County anticipates both virtual and in-person training opportunities.
- h) Vendor will deliver training materials in hard copy, electronic, or other format to the satisfaction of the County.
- i) Vendor will provide ongoing maintenance and support services following system go live. The time period shall be defined by the Vendor in the proposal.

2) General Features

- a) Ability to provide real time data on active permits, workflow steps, comments, and permit information.
- b) Ability to add users administratively with no or minimal additional cost.
- c) Ability to customize system features, both during configuration and after go-live with no or minimal additional cost.
- d) Ability to configure, customize, and share reports on key process indicators to internal and external agencies. This includes, but is not limited to, management reports, monthly KPI reports, annual reports, and reports to the Ohio Board of Building Standards (OBBS).
- e) Ability to export reports in PDF, Excel, CSV, or other format as approved by the County
- f) Ability to establish and customize an online public portal where applicants and related parties can submit for permits/applications/requests, submit code violations, pay fees, upload documents, download approved documents, and check permit / application / inspection status.
- g) Ability to establish and customize an online public portal where the general public can view permit/application data, run reports, and view permit/application records.
- h) Ability to provide customer resources or support on navigating the online portal and application process.
- i) Ability to integrate and share information with other systems, including:
 - i) ArcGIS
 - ii) Beacon (Schneider Corporation / Auditor property record data)

- iii) Munis (Tyler Technologies / financial reporting)
- iv) Forte (payment processing). Other systems will be considered provided
- v) Bluebeam (plan review)
- j) Ability to integrate Richland County Auditor property data; prefer real-time integration or ability to automatically update on a regular basis.
- k) Ability to prepare, customize, and issue documents or letters at key permit steps within the system. This includes, but is not limited to, Certificates of Plan Approval, Listing of Items of Noncompliance, Certificates of Occupancy, Certificates of Completion, Site Inspection Sign-Off Logs, List of Required Inspections, Adjudication Orders, and Correction Letters. Forms shall also be compliant with local and state standards including the Ohio Building Code and the Residential Code of Ohio.
- l) Ability to upload documents with either no size limitation or the option to customize size limitations depending on permit type.
- m) Ability for the system to automatically move permits forward based on completion of workflow steps or expiration dates.
- n) Ability to remove or skip work workflow steps for a specific permit.
- o) Ability to fulfill public records requests.
- p) Ability to add previous permit numbers for a location to the new permit/application for reference (for projects pre- software)
- q) Ability to link / show all previous permits for a location (for permits post-software).
- r) The County shall retain rights and possession of the data regardless of where or how data is stored. Upon termination or completion of the contract and any addendums, data shall be turned over in a format to the satisfaction of the County.
- s) Ability to track permit financial management on a daily and monthly basis. Generate reports, data, and interface with County financial software as necessary to integrate fee assessment, payment, balancing, and collection.
- t) Web portal, page, and/or site meets WCAG 2.1 Level aa compliance

3) Permit & Application Features

- a) Ability to establish unique permit/application types, including but not limited to building, electrical, mechanical, sign, fire alarm, fire suppression, gas line, right-of-way, and plumbing for residential and non-residential (commercial) developments.
- b) Ability to submit code violations and complaints anonymously through the online public portal.
- c) Ability for unique permit or application number formatting based on permit types.
- d) Ability to calculate fees based on application details and accept payments.
- e) Ability to invoice for fee payments and track fees due for an application or project. Approval may need to be issued prior to fee payment. Ability to work fee payment process into review/inspection/approval workflow process for auto approval based on fee payment.
- f) Ability to date / time stamp key permit process milestones or expirations and allow for notification to applicants.
- g) Ability to track other approvals as required for projects. Examples include zoning, stormwater, health, driveway, etc.
- h) Ability to track / input other approvals required for projects prior to application submission to the County.
- i) Ability to provide plan review within the system (or integrate with third-party systems) to markup plans, provide comments, reference code sections, and collaborate with reviewers.
- j) Ability to facilitate coordinated reviews between internal and external plan reviewers, including third-party or contracted reviewers.
- k) Ability to track plan and/or document submission versions and refer to previous submittals.
- l) Ability to store contact information (Owner, architect, engineer, contractor, etc.) to allow for lookup in future application approval.

- m) Ability to track plan approval type and phased approval status.
- n) Ability to select inspection types to generate list of required inspections during plan review process.

4) Inspection Features

- a) Ability to identify inspections based on application details and track status through the inspection process.
- b) Ability to define multiple inspection types.
- c) Ability to request inspections through electronic portal.
- d) Ability to log inspection results in the field using a mobile phone or tablet including photo uploads, inspection comments, and other information.
- e) Ability to track inspection history and reference previous results.
- f) Ability for the public to request inspection dates / times based on permit type with confirmation from County staff.
- g) Ability to view scheduled inspections on a daily or weekly calendar.
- h) Ability to monitor inspection timing and provide notification of outstanding inspections for a specific permit.
- i) Ability to adjust or recalculate fees based on re-inspections for a specific permit.
- j) Ability to map or integrate with ArcGIS to identify inspections on interactive maps.
- k) Ability to integrate with site inspection sign off log and list of required inspections.
- l) Ability of software to track and make available overall project inspection status to eliminate need for paper on-site inspection logs. This will require access and/or integration for other inspection agencies such as plumbing and fire.
- m) Ability to transmit inspection results to parties associated with application.
- n) Ability for inspectors to change inspection type during an inspection.

5) IT & Security Features

- a) Vendor shall demonstrate the solution is compliant with the following:
 - i) Solution is cloud based.
 - ii) Solution provides multi-factor authentication.
 - iii) Solution encrypts data in transit and when stored.
 - iv) Solution does not use basic authentication for email authentication to Exchange Online.
- b) Vendor should demonstrate if the solution is compliant with the following additional items:
 - i) Solution allows for employee Single Sign-on (SSO) through Google Workspace.
 - ii) Solution is compliant with SOC2.
 - iii) Solution is compliant with National Institute of Standards and Technology.
 - iv) Solution is compliant with FedRamp.
 - v) Solution is compliant with PCI.
- c) Vendor should include any additional IT and security related features they believe are essential to operating the software solution.